



Fort Myers Beach Town Council

**Town Hall location
2545 Estero Blvd.
Fort Myers Beach, FL 33931**

REVISED

Agenda

Monday, January 9, 2023

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS**
- VIII. APPROVAL OF MINUTES**
 - A. Town Council - September 22, 2022
 - B. Emergency Town Council - September 26, 2022
 - C. Town Council - October 14, 2022
 - D. Management & Planning Session - November 17, 2022
 - E. Joint Session Town Council & LPA - November 17, 2022
 - F. Town Council - November 21, 2022
 - G. Town Council - December 5, 2022
 - H. Management & Planning Session - December 12, 2022
- IX. PRESENTATION**
 - Florida Power & Light: Estero Boulevard Street Lighting
- X. CONSENT AGENDA**
 - A. Resolution 23-03; H2 Solutions, LLC
Resolution 23-03 approving nun pro tunc the Professional Services Agreement between the Town and H2 Solutions, LLC for Interim Town Manager services.

- B. Resolution 23-02; Extending Local State of Emergency
Approve Resolution Extending the Town Declaration of State of Local Emergency
- C. Submerged Lands Lease
Approve Resolution 23-05 and Authorize the Mayor to execute the Submerged Land Lease renewal with the Department of Environmental Protection for the Mooring Field and Dinghy Dock and all associated documents.
- D. SRF Loan Agreement DW360800 Amendment 4 - Payment Suspension
Authorize the Town Manager to execute Amendment 4 to SRF Loan Agreement DW360800 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$307,841.90 until November 15, 2024 while the Town focuses on hurricane restoration efforts.
- E. SRF Loan Agreement Amendment 5 - SW360830 - Payment suspension
Authorize the Town Manager to execute Amendment 5 to SRF Loan Agreement SW360830 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$109,091.77 until October 15, 2024 while the Town focuses on Hurricane restoration efforts.

XI. PUBLIC HEARINGS

- A. Ordinance 23-01; Signs
AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 30 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH ENTITLED "SIGNS" TO PROVIDE FOR CONTENT NEUTRAL SIGN REGULATIONS AND TO ALLOW CERTAIN PORTABLE SIGNS, PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on January 23, 2023 at 9:00 AM

XII. ADMINISTRATIVE AGENDA

- A. FY23-24 Legislative Appropriation Request
Authorize Town Manager to submit the FY23-24 Legislative Appropriation Request
- B. Lee County TDC FY24 Grant Request
Approve Lee County Tourist Development Council grant request for Fiscal Year 2024.
- C. Resolution 23-08; TFMB & FMBFCD License Agreement
Adopt Resolution 23-08 approving a License Agreement with the Fort Myers Beach Fire Control District for the use of the property located at 2545 Estero Boulevard as a temporary Town Hall location.

- D. Authorize Town Manager to refund \$3,000 payments made by Laguna Shores residents for the proposed Laguna Channel Dredging Project. benefiting properties cost share.
Town Council authorization for the Town Manager to refund \$3,000 payments made by Laguna Shores residents for the proposed Laguna Channel Dredging Project.
- E. Authorize and direct the Town Manager to participate in the Lee County Vulnerability Analysis Project "Waterway Infrastructure Risk & Resiliency - CDBG-MIT"
Authorize and direct the Town Manager and Town staff to participate in the Lee County Vulnerability Analysis Project "Waterway Infrastructure Risk & Resiliency - CDBG-MIT"
- F. ITB-23-05-AD; Emergency Preparations for Temporary Relocation
Authorization to award the Emergency Preparations for Temporary Relocations to FMB Builders, Inc. as the low, responsive and responsible bidder in response to ITB-23-05-AD, in an amount not to exceed \$985,860.00. Authorize the Town Manager to negotiate a final and best offer, and execute the contract documents.
- G. RFP-23-03-UT; Stormwater Maintenance and Repair
Accept the Town Managers recommendation to approve the Selection Advisory Committee's rankings in response to RFP-23-03-UT; "Stormwater Maintenance and Repair", and directing the Town Manager to enter into negotiations with Earthview, LLC, the top ranked respondent.
The Selection Advisory Committee's ranking recommendation:
1. Earthview
2. Shenandoah
3. APT
- H. RFP-23-07-AD Selection Advisory Recommendation
Accept the Town Managers recommendation to approve the Selection Advisory Committee's rankings in response to RFP-23-07-AD, "Disaster Recovery and Mitigation Consulting Services for incidents and Events", and directing the Town Manager to enter into negotiations with Tidal Basin, the top ranked respondent.
The Selection Advisory Committee's top 3 ranking recommendations:
1. Tidal Basin
2. Witt O'Brien's
3. Synergy Disaster Recovery

- I. Amendment #1 to Beach Renourishment Professional Engineering Services Agreement
Adopt Resolution 23-07 approving the First Amendment to the Professional Services Agreement between the Town of Fort Myers Beach and Coastal Engineering Consultants, Inc. for Beach Renourishment Professional Engineering Services to include 2-CFR clauses.
- J. Emergency Contract Ratification - Coastal Maintenance & Restoration, Inc.
Town Council ratification of the existing emergency contract with Coastal Maintenance & Restoration, Inc.
- K. Emergency Contract Ratification - Conidaris Builders & Contractors, Inc., Lott-Agri Services, LLC, Universal Trax of South Florida, LLC, and Vctor Contracting Services, LLC
Town Council ratification of the existing emergency contracts with Conidaris Builders & Contractors, Inc., Lott-Agri Services, LLC, Universal Trax of South Florida, LLC, and Vctor Contracting Services, LLC.

XIII. FINAL PUBLIC COMMENT**XIV. TOWN MANAGER'S ITEMS****XV. TOWN ATTORNEY'S ITEMS****XVI. COUNCILMEMBERS ITEMS AND REPORTS****XVII. ADJOURNMENT**

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.



For special accommodations, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.



Fort Myers Beach Town Council

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Minutes

Thursday, September 22, 2022

3:00 PM

ORDER OF BUSINESS

I. CALL TO ORDER

Members present: Mayor Murphy, Vice Mayor Hosafros, Council Member Allers (via ZOOM), Council Member Atterholt and Council Member Veach.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Vice Mayor Hosafros moved to approve the final agenda; second by Council Member Veach.
Motion carried unanimously.

V. PUBLIC COMMENT

Tim Shadle thanked the Council for their dedication. He addressed the short-term rental registration fee increase and workforce housing. He suggested that hotels and condos participate in a subsidized rental program for their workers, or the town could build multi-family units.

Tom Holavis from Distinctive Beach Rentals stated that they managed 400 rentals with 45 employees. He indicated their contribution would be almost \$250,000.00 in vacation rental fees this year. He commented that inflation affected his business too and requested that they rethink the fee.

John R. King, resident, discussed increased fees and the lack of transparency. He commented that condo owners were facing increases in fees and special assessments.

Rosanna Riley, realtor and vacation rental owner, discussed the increase in rental registrations and felt it was unfair.

Judy Haataja, resident, stated that workforce housing did not make sense for the town and she did not support the increase in short-term rental registrations.

Monica Tezak, resident, questioned the justification for the short-term rental registration increase. She commented that it was an illegal tax disguised as a fee and listed four factors of fees. She questioned who comprised the workforce and why hotels and restaurants were not contributing to a fund to help their employees. She discussed increasing the millage rate and remarked that inflation affected everyone.

Bob Oakes, vacation cottage owner, commented on the increase in vacation rental registrations. He noted there were other reasons for the lack of workforce housing. He indicated there were inequities between condos and single-family residences and requested that they take their time and revisit the increase.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Veach congratulated Council Member Allers the wedding of his family member. No items from other members.

VII. ADVISORY COMMITTEES ITEMS, REPORTS & APPOINTMENTS

No items or reports.

VIII. APPROVAL OF MINUTES

- A. September 8, 2022 Town Council
Council Member Allers moved to approve the minutes; second by Vice Mayor Hosafros.
Motion carried unanimously.

IX. CONSENT AGENDA

Vice Mayor Hosafros moved to approve the consent agenda; second by Council Member Veach.
Motion carried unanimously.

- A. Special Magistrate Agreement
Authorize the Town Manager to renew and execute an agreement with the Town's Special Magistrate, Myrnabelle Roche, for an additional year. Vice Mayor Hosafros moved to authorize; second by Council Member Veach. Motion carried unanimously.

X. PUBLIC HEARINGS**A. Ordinance 22-12; Newton Park CPD Amendment**

Second reading and public hearing on proposed Ordinance 22-12 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, REPLACING TOWN OF FORT MYERS BEACH RESOLUTION NO. 09-24, AND AMENDING THE SCHEDULE OF USES FOR THE COMMERCIAL PLANNED DEVELOPMENT ZONING FOR THE PROPERTY LOCATED AT 4650 ESTERO BLVD., FORT MYERS BEACH; PROVIDING FOR REVISIONS TO CONDITIONS OF APPROVAL, AND OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Murphy read the title of the proposed ordinance. Ex parte communications: no disclosures. Town Attorney Herin, Jr. swore in those providing testimony.

Community Development Director Jason Green reviewed the reason for the proposed ordinance. The findings and conclusions did not change from the original approval.

No public comment.

Council Member Veach moved to approve Ordinance 22-12; second by Mayor Murphy.

Vote by roll call was unanimous.

B. Ordinance 22-13; Fee Schedules by Resolution

First reading and public hearing on proposed ordinance 22-13 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ESTABLISHING A NEW SECTION 1-13 OF CHAPTER 1 OF THE CODE OF ORDINANCES, TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE ADOPTION, AMENDMENT AND IMPLEMENTATION OF FEES AND FEE SCHEDULES BY RESOLUTION UNLESS PROHIBITED BY STATE LAW OR THE TOWN CHARTER, PROVIDING FOR CODIFICATION, CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE. Open the

first public hearing and schedule the Ordinance for second reading and adoption for Monday, October 3, 2022 at 9:00 AM

Mayor Murphy read the title of the proposed ordinance.

Town Manager Hernstadt reviewed the purpose of the ordinance as stated on the blue sheet. Mayor Murphy clarified that by doing this by resolution instead of an ordinance, it would be easier and cheaper to change the fees in the future.

Council Member Atterholt noted that the ordinance process costs more, but two public hearings provided the community opportunities to be educated, to have input and to provide notice.

Vice Mayor Hosafros commented that the resolution made it easier to lower fees too.

Council Member Veach indicated that the jet skis and parasailers had fees embedded in their ordinance. He felt the resolution provided more transparency because all the fees would be in one place.

Town Manager Hernstadt noted that fees in ordinances were difficult to review due to the large book of ordinances. He suggested considering fees by resolution and holding as many hearings as needed before changing fees. Council Member Atterholt questioned whether it was difficult to create a list of ordinances containing fees. Town Manager Hernstadt replied that one person would have to read the entire code book to find fees.

Council Member Allers agreed with having public hearings to give the public two opportunities to speak. He supported adding language to require at least two public comment sessions for the public to provide input.

Council Member Veach supported having the fees in one place versus having to modify several ordinances.

Council Member Atterholt could support a modification that required two hearings for all fee increases.

Town Manager Hernstadt stated that he could bring back an additional document that set forth a policy for fee reviews. The document would be codified.

Vice Mayor Hosafros commented that they would have to review the code to make sure all the fees were included in the schedule. Town Manager Hernstadt responded that he was not concerned with finding all the fees in the code because the fees would be identified during the course of business when people paid their fees.

Council Member Atterholt questioned whether they could require two hearings, properly noticed, when changing fees. Mayor Murphy stated that the notice would be the first hearing.

Town Manager Hernstadt explained the difference between an official public notice versus having one hearing versus two hearings to change something. Council Member Veach suggested making the fee schedule part of the budget process.

Council Member Atterholt discussed the confusion regarding the lack of a second hearing on the proposed short-term rental increase. He described the workforce housing short-term rental discussion in Key West.

Council Member Veach reminded Council that he brought up the proposed registration increase four or five times last year.

Council Member Allers questioned whether the town could be at legal risk for changing fees already agreed upon in ordinances. Attorney Sanabria replied that this proposed ordinance would supersede prior ordinances including the fee schedule.

Vice Mayor Hosafros stated that the proposed ordinance could not retroactively affect anything, it was to govern prospective actions.

No public comment.

Vice Mayor Hosafros moved that proposed Ordinance 22-13 be scheduled for a second hearing on Monday, October 2, 2022, at 9:00 a.m., second by Council Member Veach.

Motion carried 4-1 with Council Member Atterholt dissenting.

XI. ADMINISTRATIVE AGENDA

A. RFP-22-21-FIN; Financial Auditing Services

Approve the Selection Advisory Committee's recommendation in response to RFP-22-21-FIN, Financial Auditing Services, and authorize the Town Manager to negotiate and execute an agreement with Mauldin & Jenkins to provide independent external auditor services in compliance with Florida law.

Mayor Murphy stated the Audit Committee was presented with two proposals and the Audit Committee unanimously approved Mauldin & Jenkins.

Council Member Atterholt moved to approve the recommendation; second by Council Member Allers.

Motion carried unanimously.

XII. RECESS OF REGULAR MEETING

Recess until 5:00 p.m.

XIII. PUBLIC HEARINGS - BUDGET ITEMS 5:01 PM TIME CERTAIN

A. Resolution 22-32; Final FY2022-2023 Ad Valorem Millage Rate

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE FINAL AD VALOREM MILLAGE RATE FOR THE TOWN OF FORT MYERS BEACH, FLORIDA FOR FISCAL YEAR 2022-2023 COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR THE GENERAL FUND; AND PROVIDING AN EFFECTIVE DATE.

Mayor Murphy read the title of the resolution.

Council Member Veach moved to table the millage rate; second by Vice Mayor Hosafros.

Motion carried unanimously.

Vice Mayor Hosafros moved to put the millage rate back on the table; second by Council Member Veach.

Motion carried unanimously. Public comment:

John R. King, resident, was disappointed because people in condo associations were facing huge state-mandated increases in building reserves and safety issues. He was upset regarding the increase and noted not everyone had a homestead exemption.

Public comment closed.

Mayor Murphy stated that the Town Council does hereby adopt the final operating ad valorem millage rate for fiscal year 2022-2023 at .99 mills, which is .99 for each \$1,000.00 of assessed valuation. The current year rollback rate is .8368 mills and the final operating millage rate is 18.31% greater than the rollback rate and this final millage rate is necessary to fund the final budget including the additional projects and services previously discussed in the last discussion.

Vice Mayor Hosafros moved to approve the millage rate at .99; second by Council Member Veach.

Motion by roll call carried unanimously.

B. Resolution 22-33; Final FY2022-2023 Budget

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2022-2023 COMMENCING OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023 AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Murphy read the title of the resolution.

Council Member Allers questioned why \$40,000.00 was taken from funds allocated for additional police patrols over holiday weekends and put towards community policing. Town Manager Hernstadt replied that it might take care of itself during discussions. Council Member Allers wanted to ensure that funds were not taken away from holiday patrols because it was separate from community policing.

Vice Mayor Hosafros supported community policing as long as the tax increase paid for the projects on the add-list. Council Member Veach felt they should consider holding off on funding some items until next year. Council Member Allers indicated that some things from the add-on list could be cut so they did not have to increase the millage rate. He felt there were ways they could make up the \$171,000.00 and still get what they wanted.

Town Manager Hernstadt explained that funds available for the add-on list included the increase in short-term rental fees last year but were limited in where the money could be used. Council Member Allers questioned why money allocated for workforce housing was listed in the add-on list. Town Manager Hernstadt responded that he could cross it off the list and adjust the total available funds. Council Member Veach added that it was just a way to display the information.

Council Member Allers questioned whether the increase in parking fees was included in the \$1.4 million line item. Town Manager Hernstadt replied affirmatively. Council Member Allers suggested providing more details next year regarding what the fee increases would be used for. He discussed taking \$171,000.00 from Bay Oaks to save money for the taxpayers.

Vice Mayor Hosafros stated that she was willing to pay an additional \$20.00 a year to get everything the community wanted. Council Member Allers agreed but indicated all the increases added up. Vice Mayor Hosafros reminded him that the community was affluent and residents wanted the items on the add-on list.

Council Member Veach did not think they had to allocate \$500,000.00 for the amber lights. He suggested they spend money on the design but wait until the next budget cycle to fund the lights. Vice Mayor Hosafros felt they should put the money aside so they could install the lights as soon as the design was complete. She did not support waiting another 18 months for lights.

Town Manager Hernstadt stated the total of the add-on list would be reduced by approximately \$161,000.00 if the millage rate stayed at .95. Council Member Veach mentioned cutting the number of personnel for the new Bay Oaks building and taking half out of street lighting in the spirit of compromise to avoid increasing the millage rate. Vice Mayor Hosafros noted that she had already compromised by voting for community policing. She reiterated that a minimal tax increase would accomplish everything on the list. Council Member Veach commented that he was not convinced about community policing because of the lack of details.

Town Manager Hernstadt indicated the \$10 million loan balance was roughly \$8 million. He explained how Bay Oaks was budgeted and reminded everyone that costs would increase next year.

Council Member Atterholt noted the town would lose \$112,000.00 annually on the gas tax agreement. He was comfortable rolling the rate back after they took care of the significant expenditures, particularly beach renourishment and lighting on Estero Blvd. He indicated they would be gaining additional revenue once Margaritaville came online from a property tax standpoint and felt they should pay for what they needed now.

Council Member Allers stated that although many fee increases were outside the Town Council's control, everything on the add-on list was under their control. He added that he was willing to negotiate projects on the list.

Council Member Veach pointed out that community policing did not have unanimous support from the Council and was a compromise. Vice Mayor Hosafros felt that since everyone was giving up something to get something, they should move forward with the add-ons for a very minimal amount.

Council Member Atterholt felt they did a good job of compromising on community policing, but if they lost community policing, he would have difficulty voting for the budget and the modest millage rate increase. He indicated that the items on the list had support from most of the community. He stated that his taxes would increase to \$25.50 per year and cover beach renourishment, Estero Blvd. and community policing.

Mayor Murphy did not believe the town should even pay for lighting Estero Blvd. and did not support community policing, but he was willing to compromise for the greater good.

Council Member Veach stated that if Council Member Allers did not vote for a rate increase, he would not vote for community policing. Mayor Murphy added that Council Member Allers did not give up anything. Council Member Allers responded that he voted for things in the past that he did not support 100% but did so to support other Council Members. He did not appreciate the ultimatum from Council Member Veach and was doing what he believed was in the community's best interest. Council Member Allers continued to

try to persuade Town Council to vote for community policing without increasing the millage rate. In contrast, Town Council Members continued to bring up compromises made. Vice Mayor Hosafros questioned why four Council Members should have to move for Council Member Allers. Council Member Allers eventually agreed to vote for the millage rate increase. Vice Mayor Hosafros moved to table the budget and move back to the table the millage vote; second by Mayor Murphy. Motion carried unanimously. Vice Mayor Hosafros moved that the budget be placed back on the table; second by Mayor Murphy.

Public comment:

John R. King, resident, hoped the Town would look at federal grants for community policing.

Public comment closed.

Town Manager Hernstadt stated that the \$485,000.00 grant from the state should be incorporated into the budget.

Vice Mayor Hosafros withdrew her previous motion and made a new motion incorporating the \$485,000.00 into the budget; second by Mayor Murphy.

Motion by roll call vote carried unanimously.

XIV. FINAL PUBLIC COMMENT

Leah Greg, resident, commented on the short-term rental registration fee increase discussion earlier. She requested that they be more transparent in the future.

Terry Persaud, owner of Sunset Beach Grill, discussed current issues with the town. He stated he had tried to compromise with the town and would send information to Council Members. He gave the information to Attorney Sanabria instead.

XV. TOWN MANAGER'S ITEMS

No items.

XVI. TOWN ATTORNEY'S ITEMS

No items.

XVII. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Allers clarified that Sanibel does not pay the Lee County Sheriff's Office for deputies and they were reimbursed a fee for their SRO officer.

Council Member Veach stated that the Island Hoppers started tomorrow on the beach.

No items from other members.

XVIII. ADJOURNMENT

Vice Mayor Hosafros moved to adjourn; second by Council Member Veach.

Motion carried unanimously.

The meeting was adjourned at 6:58 p.m.



Fort Myers Beach Town Council

Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931

Minutes

Monday, September 26, 2022

1:00 PM

ORDER OF BUSINESS

I. CALL TO ORDER

Members present: Mayor Murphy, Vice Mayor Hosafros, Council Member Allers, Council Member Atterholt and Council Member Veach.

II. INVOCATION

Town Clerk Baker.

III. PUBLIC COMMENT

Patrick Romcoe, resident, acknowledged Michael Clemmins for volunteering to fill sandbags for people who could not. He noted that the town needed to provide more bags.

IV. LOCAL STATE OF EMERGENCY - HURRICANE IAN

A. Resolution 22-34; Local State of Emergency - Hurricane Ian

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, PROCLAIMING A LOCAL STATE OF EMERGENCY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Murphy read the resolution into the record.

Town Manager Hernstadt reviewed emergency procedures and hurricane passes. If residents are unable to pick up a pass by 4:30 p.m., and a mandatory evacuation is ordered, they can gain entrance back to the island by providing proof of residency. Updates will be on social media sites and local media. He advised residents not to put out trash cans. Utilities Director Christy Cory asked people to shut off the main water valve at their house if they planned to evacuate. She reminded people to make sure storm drains were clear. A boil water notice will be issued via code red if a water main breaks. Vice Mayor Hosafros noted that the fire department and EMS would leave the island if winds exceeded 45 mph. Town Manager Hernstadt

warned people not to get complacent and to have a plan.

Council Member Veach moved to approve Resolution 22-34; second by Vice Mayor Hosafros. Motion passed unanimously.

V. ADJOURNMENT

Vice Mayor Hosafros moved to adjourn; second by Council Member Veach. Motion carried unanimously.

Meeting adjourned at 1:32 p.m.

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Fort Myers Beach Town Council

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Minutes

Monday, November 14, 2022

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Murphy, Vice Mayor Hosafros, Council Member Allers, Council Member Atterholt and Council Member Veach.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Vice Mayor Hosafros moved to approve the final agenda; second by Council Member Allers.

Motion carried unanimously.

V. PUBLIC COMMENT

J.D. Cox, resident, spoke about losing his daughter, who attended Beach Elementary and how the community supported him and his family. He supported rebuilding the school for the children.

Jane Plummer, resident, supported rebuilding the school. As the Chair of the LPA (Local Planning Agency), she requested a joint meeting with Town Council.

Natalie Hinkley, member of the PTO for the Fort Myers Beach Elementary School, stated that someone was trying to shut down the school. She felt everyone was giving up on saving the school and described how children were suffering. She noted there was a meeting regarding the school on November 22, 2022, and encouraged the community and Town Council to attend.

Anita Cereceda, resident, hoped the beach school stayed open too. She thanked Town Council, Town Manager, Town Clerk, Town Attorney and staff for their hard work. She thanked Vice Mayor Hosafros and Mayor Murphy for their service to the community.

John Heim, resident, thanked Town Council for their service. He noted people were swimming in the water and asked that Town Council emphasize to the public to stay off the beaches.

John Kaas, resident, felt it was ridiculous that the County wanted to take the school. He noted they had to fight to save the school.

Jackie Liszak, President of the Fort Myers Beach Chamber of Commerce, thanked Council Members for their hard work. She did not attend the school but supported keeping it. She offered her help and noted the Chamber of Commerce website included resources for the community.

Vanessa (no last name provided), resident, recently moved to the beach because of the school. She noted her daughter was in kindergarten and loved the school and Bay Oaks. She stated that her five-year-old daughter was bussed off the island and dropped off at Walmart. She implored everyone to support the school.

Sanibel Mayor Holly Smith commented that they were all in it together and she supported Fort Myers Beach. She noted that they had to work together, and Sanibel was there to help. She stated they had come a long way in 47 days but had a long way to go.

Town Clerk Baker read an email from Jennifer Rusk regarding allowing self-certification instead of inspections when using FL-licensed trade contractors to reduce the workload. She requested that fence permits be waived if replaced with the same kind and quality. Town Clerk Baker read an email from Patrick Romcoe congratulating Karen Woodson and John King for being elected to Town Council, thanked those leaving and thanked those remaining on Council. He looked forward to the future.

Mayor Murphy stated that he would fight to save the beach school. He noted that keeping the school was the decision of the School Board and encouraged the community to voice their opinion.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

No items.

VII. APPROVAL OF MINUTES

- A. October 25, 2022 Town Council
Council Member Allers moved to approve the minutes; second by Vice Mayor Hosafros.
Motion carried unanimously.
- B. November 1, 2022 Town Council
Council Member Allers moved to approve the minutes; second by Vice Mayor Hosafros.
Motion carried unanimously.
- C. November 7, 2022 Town Council
Council Member Allers moved to approve the minutes; second by Vice Mayor Hosafros.
Motion carried unanimously.

VIII. CERTIFICATION OF ELECTION RESULTS

A. Resolution 22-39; Certification of Election

Resolution 22-39; Certifying the results of the Town of Fort Myers Beach General Election on November 8, 2022 for Town Council Seats One and Two.

Resolution 22-39 was continued pending certification by the Lee County Supervisor of Elections.

Mayor Murphy stated it was an honor to serve the community and thanked everyone who supported him for over 10 years. He thanked his family for their support and all the people in Town Hall, specifically the Town Manager, staff, Town Attorney, Town Clerk and fellow Council Members. He congratulated the new Council Members and wished them the best. He advised taking help when offered and thanked those who helped the town from all over the country.

Council Member Veach stated that no one was prepared for the devastation and described how Mayor Murphy and Town Manager Hernstadt had to operate right after the hurricane. He appreciated their work.

Vice Mayor Hosafros stated she was grateful for the opportunity to serve the citizens. She commented that the staff was extraordinary when dealing with COVID and the hurricane. She noted the town should be grateful to the staff because they made everything happen behind the scenes.

Council Member Atterholt thanked Vice Mayor Hosafros and Mayor Murphy for answering the public service call.

Council Member Allers thanked Vice Mayor Hosafros and Mayor Murphy for teaching him a lot. He wished them both the best in the future and thanked them for their service.

IX. INAUGURATION

A. Oath of Office

Seat #1 (King)

Seat #2 (Woodson)

Karen Woodson and John King were sworn in.

X. REORGANIZATION OF COUNCIL

A. Selection of Mayor and Vice Mayor

Selection of Mayor and Vice Mayor in accordance with the Town Charter.

Council Member Atterholt nominated Council Member Allers as Mayor. No other nominations.

Council Member Veach nominated Council Member Atterholt as Vice Mayor. No other nominations.

The nominations were approved.

Vice Mayor Atterholt recognized Representative Adam Botana and noted that

14 state legislatures had toured the island recently and met the Mayor and Fire Chief. Rep. Botana recognized other legislature members and noted they were all standing with the beach.

Mayor Allers read the title of the resolution to extend the proclamation of a state of local emergency for hurricane Ian. Motion passed unanimously.

Mayor Allers read a prepared statement and thanked Council for putting confidence in him to lead the town. He requested permission to engage with outside entities and pursue talks to identify resources to help organize future activities. He requested that Council Member King and staff work with the Audit Committee to document what the town was facing. He noted that the town needed to hire a Finance Director to coordinate monies and asked the Town Attorney to lead the oversight. He asked Council Member Woodson to coordinate with the Town Manager regarding hiring a director. He requested that she identify budget needs and provide a report at each meeting. Mayor Allers proposed that the Town Manager and staff track individual real estate transactions and develop models of those transactions. He requested that Council Member Veach provide oversight and work with the staff to create reports regarding the data. He asked Vice Mayor Atterholt to review monthly department reports and citizen communications.

Town Attorney Herin, Jr. explained that only one Council Member could be the liaison to the Audit Committee due to the Sunshine Law.

Vice Mayor Atterholt moved for approval regarding Mayor Allers' proclamation; second by Council Member King.

Council Member Veach questioned the method of assigning liaisons to advisory committees since they were typically voluntary. Town Attorney Herin, Jr. did not think the assignments directly matched up with committee liaisons.

Council Member Veach did not have a problem with Mayor Allers' assignments but did not think it was typical for the Mayor to dictate duties. Mayor Allers replied that he did not mean to dictate anything but tried to be proactive.

Motion carried unanimously.

XI. ITEMS FOR DISCUSSION

A. Restoration of Fort Myers Beach

Council Member Veach commented on how Town Manager Hernstadt put the town in a good financial position. He disagreed with his resignation and felt he did a great job.

Council Member Woodson noted that people usually were mentally out the door when they submitted their resignations. She mentioned bringing in an interim manager.

Council Member King supported his resignation.

Mayor Allers stated that the Town Manager submitted his resignation yesterday, effective April 2023. He commented that the Town Manager was brought in to get the town out of financial crisis and he did a great job. He supported hiring someone to see the town through the next few years.

Council Member Veach felt the Town Manager should be able to stay until April to give the Council time to search for a new manager. He felt an interim manager would be a detriment to the community.

Vice Mayor Atterholt questioned Mayor Allers' plan for the future. Mayor Allers reiterated his position for a clear transition and accepting help from various sources. Town Attorney Herin, Jr. reviewed the terms and conditions of Town Manager Hernstadt's contract. Discussion was held regarding the details of the contract and different scenarios. Council Member King questioned which scenario would benefit the town financially.

Town Manager Hernstadt stated that it was probably cheaper for Council to accept his resignation today. Council Member Veach suggested that Mayor Allers reveal his plan before they make a decision regarding Town Manager Hernstadt. Mayor Allers replied that capable people have offered to step in. Council Member Veach questioned who those people were.

Vice Mayor Atterholt moved to accept the Town Manager's letter of resignation effective immediately; second by Council Member King.

Town Manager Hernstadt stated their option was for the town to pay him a lump sum or continue to pay him biweekly. Town Attorney Herin, Jr. suggested that a separation agreement be prepared to set forth terms and conditions as discussed.

Motion passed 4-1 with Council Member Veach dissenting.

Town Manager Hernstadt felt that his terms were clear and he was not interested in a separation agreement. Town Attorney Herin, Jr. suggested the best practice was to prepare a separation agreement with a resolution. Council Member Woodson supported creating a separation agreement put together by an employment law attorney in the state of Florida. She indicated they could accept the resignation effective today or suspension with pay pending further discussion and include the separation agreement by the next meeting.

Vice Mayor Atterholt moved to rescind his motion and proceed with the path suggested by Council Member Woodson above; second by Council Member Woodson.

Motion passed 3-2 with Council Members Veach and King dissenting.

Council Member Woodson moved to suspend the Town Manager's employment with pay pending further discussion and introduce an agreed-upon separation agreement at the next council meeting on November 21,

2022; second by Vice Mayor Atterholt.

Motion passed 3-2 with Council Members Veach and King dissenting.

Mayor Allers proposed working with the state to bring in someone immediately. Vice Mayor Atterholt noted they needed an immediate plan for an interim town manager. Town Attorney Herin, Jr. stated that without a town manager, there was no one to run the town's administration. Vice Mayor Atterholt suggested that Jim Steele be appointed as interim manager. Town Attorney Herin, Jr. stated there was a conflict of interest because Jim Steele was a relative and the vice mayor would have to sign proper paperwork and refrain from voting. Vice Mayor Atterholt indicated that he would recuse himself. Council Member Woodson supported Jim Steele.

Mr. Steele stated he would be interested on a short-term basis.

Council Member Woodson moved to bring Mr. Steele in on a short-term interim basis as Town Manager; second by Council Member King.

Mr. Steele reviewed his background.

Council Member Veach commented that the action was in haste and not transparent. He added that compensation was not discussed. He felt they should enter discussions rather than appointing Mr. Steele as interim manager.

Mr. Steele stated that he would not charge the town if the position was no longer than one week.

Council Member Woodson amended her motion to bring in Mr. Steele on a short-term interim basis for town manager at no pay for one week to be reviewed again on November 21, 2022; at the same time, be looking for other opportunities and other people to fulfill that position; Council Member King amended his second.

Council Member Veach questioned when the process to find another town manager would begin. Mayor Allers replied that it would be a week or two. Council Member Veach noted there were Policies and Procedures to follow and questioned whether they were instigating the process of searching for the next permanent manager now. Mayor Allers responded that they could open the search now or next week, but they should get through this week and see what they had on Monday. Council Member Veach felt they should start the process now because it could take a while. He commented that they would hire an interim town manager for one week and then find another interim town manager until they hired a permanent town manager while they already had a competent town manager.

Motion carried 3-1 with Council Member Veach dissenting and Vice Mayor Atterholt recused.

Vice Mayor Atterholt questioned whether the Mayor could lead the search for an interim town manager over the coming week. Town Attorney Herin, Jr. replied that normally the interim town manager would be involved in the process. He added that Council could designate a liaison to work with Mr. Steele to look for a replacement in the short term.

Vice Mayor Atterholt moved to designate the mayor to work with the new interim town manager to search for a permanent, interim town manager over the coming week; second by Council Member Woodson.

Council Member Veach stated that he preferred a more open process along the lines of the Policies and Procedures, where the interim town manager solicits interested parties and Council looks at them like they were filling a job. Mayor Allers responded that all interested parties would be brought back before Council for approval. Council Member Woodson volunteered to be involved. Town Attorney Herin, Jr. cautioned Council that the process had to be done in the sunshine and only one member of the Council should be involved.

Motion carried 4-1 with Council Member Veach dissenting.

Council Member Veach recommended a budget review to look at the decisions made last year. Town Attorney Herin, Jr. stated that Interim Town Manager Steele was no longer a member of the Audit Committee. He noted that appointments had not been made for advisory committees yet, so there were no active committees. Consensus was reached to move forward with the budget review. Council Member Veach suggested that school supporters start a group to inform people when school board meetings will be held. He was concerned about water quality and suggested that Interim Town Manager Steele create warning signs at beach accesses. People were parking close to the seawall at Newton Park and questioned whether they could fortify the area, so people do not get hurt. Council Member Veach questioned why refrigerators were not being picked up. Bart Holmes, Project Manager with Crowder, stated that refrigerators were in a separate debris stream and being picked up as quickly as possible. Council Member Veach reviewed the Florida Department of Emergency Management (FDEM) analysis regarding the 50% rule. He noted the analysis did not include 20% over the structure value and that the County Property Appraiser was the appropriate government official to determine the adjustment factors and the value. Council Member Veach indicated they needed more clarification. Mayor Allers responded that Lee County was discussing the analysis today. Council Member Woodson thanked everyone for welcoming her and Council Member King.

Council Member King moved to waive permitting fees for up to 90 days;

second by Vice Mayor Atterholt.

Council Member Veach questioned what that would cost the town and suggested a financial analysis of the impact. He commented that the funds were taxpayers' money and that moving forward without knowing the impact was reckless and financially irresponsible.

Motion carried 4-1 with Council Member Veach dissenting.

Council Member King suggested the curfew hours be modified to 6:00 a.m. to 8:00 p.m. to help local businesses. Vice Mayor Atterholt would like to hear from the sheriff's office before making changes. Town Attorney Herin, Jr. stated that they approved the resolution extending the emergency declaration, which included the curfew from 7:00 a.m. to 7:00 p.m. They would have to adopt an emergency ordinance modifying the current code provision to modify the curfew. Council Member King supported a joint meeting with the LPA and noted that Don Sudduth applied to be a member of the LPA. He would like to see Public Works staff clean the beach. He noted that the county would take clean sand piles from condos if the sand were not used by a specific date.

Mayor Allers would like a joint LPA meeting and an M&P meeting scheduled as soon as possible. Council Member Veach suggested a joint LPA M&P meeting. Town Attorney Herin, Jr. stated that meetings had to be noticed at least 48 hours in advance. Council Member Veach questioned scheduling a meeting with the LPA on Thursday. The meeting was tentatively set for Thursday, November 17, 2022, at 9:00 a.m.

Mayor Allers felt cleaning up the beach was a high priority and suggested meeting with the incident command team, fire district and sheriff to clean up the beach safely. Council Member Veach was concerned regarding the safety of working in the water. He will contact the people affiliated with Keep Lee County Beautiful.

Vice Mayor Atterholt requested that Mayor Allers be appointed as a TDC (Tourist Development Council) representative if Council approved. Council Member Veach noted that Council was already scheduled to reassign all liaisons at their next meeting.

Council Member Woodson questioned whether they were scheduling a special meeting to discuss the transition and separation agreement. Town Attorney Herin, Jr. replied that he intended to add it to the next regular meeting agenda on November 21, 2022. Council Member Veach suggested discussing the separation agreement at their next M&P. Mayor Allers agreed.

XII. FINAL PUBLIC COMMENT

Samantha Campbell, resident, questioned the process to remove the sand on their street.

Erin (no last name provided), PTO member, stated that a Facebook PTO page existed and had information regarding the school.

Neary Korn, owner of Beach Connection, discussed not being able to get electricity due to debris and accessing the pole. He noted that others refused to clean up debris and he asked the town to help him get his electricity back.

Brittany (no last name provided) attended the elementary school and stated that everyone had to show up at the meeting to save the school.

XIII. TOWN MANAGER'S ITEMS

No items.

XIV. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. stated that cleaning up the beach under the state had multiple components and the FDEP (Florida Department of Environmental Protection) was tasked with cleaning the beach and canals. If staff began cleaning the beach, it might conflict with the state contract and process. He cautioned the town to move forward slowly to minimize the town's exposure and shift the financial burden away from the town to the state and FEMA. The tradeoff might be that the beach was cleaned up a little slower. He will continue to look into the issue.

XV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Veach questioned whether the emergency order signed by the FDEM was expired or extended. If it was expired, they would have to meet within the confines of the town limits. Town Attorney Herin, Jr. will check.

A. Rebuilding Beach Elementary School

Mayor Allers questioned whether there was consensus to direct staff to draft a letter to the school board from Town Council urging them to save the school. Vice Mayor Atterholt suggested sending a copy to the Supervisor. Consensus was reached.

B. Next Regularly Scheduled Town Council Meeting

Monday, November 21, 2022 at 9:00 a.m.

The next scheduled meeting was Thursday, November 17, 2022, at 9:00 a.m. as a joint meeting with the LPA.

XVI. ADJOURNMENT

Council Member King moved to adjourn; second by Council Member Woodson. Motion carried unanimously.

The meeting was adjourned at 11:50 a.m.



Fort Myers Beach Management & Planning Session

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Minutes

Thursday, November 17, 2022

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Allers, Vice Mayor Atterholt, Council Member King, Council Member Veatch and Council Member Woodson.

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Town Manager Candidates

Potential Interim Manager Candidates

Mayor Allers noted that the candidates had previously met with the Town Council.

Chris Holley introduced himself and described his past experiences as a Town Manager in Florida.

Council Member Veatch clarified that Mr. Holley's company (H2 Solutions), would be considered the interim manager and would charge \$20,000.00 per month for six months.

Keith Wilkins, Mr. Holley's business partner, reviewed his background and previous positions in Florida. He stated that he would be available after January 1, 2023, and Mr. Holley would be available in the weeks before. Mayor Allers stated that he spoke to John Ward, who was the Clay County Emergency Manager and he would be in town from Sunday through the 6th. He would be available to help advise the town at no charge.

Vice Mayor Atterholt clarified that Mr. Ward would work under the supervision of the interim town manager.

Consensus was reached to direct staff to continue working on the contract agreement with Mr. Wilkins and Mr. Holley and bring it back to the meeting on Monday.

Mayor Allers described the web EOC, which was included in the information packet. Danielle provided more details and Town Attorney Herin, Jr. provided an example of how the web EOC worked.

Council Member Woodson questioned whether the Council should contact Danielle directly. Danielle replied that it depended on the resources and explained how the process worked. She noted that the state was pulling back a lot of its resources. Town Attorney Herin, Jr. stated that the Council had to work through the interim manager as required under the town's charter and state law.

B. WebEOC

Resource requests in response to Hurricane Ian

Vice Mayor Atterholt commented that he spoke to Captain Tim Lalor regarding changing the curfew to 6:00 a.m. to 8:00 p.m. Captain Lalor indicated there would be no adverse public safety implications.

Council Member Veach expressed concerns regarding public safety. Vice Mayor Atterholt suggested that the interim town manager contact the sheriff's office to ensure the curfew change would be uniformly accepted. Consensus was reached that Interim Town Manager Steele would follow up with the Lee County Sheriff's Department regarding the curfew in Bonita Springs to ensure it would not conflict with the town's curfew change. The Council agreed with the curfew change if it did not conflict.

Council Member Veach brought up connecting to the internet. Mayor Allers commented that he would get clarification regarding Comcast and provide the information to the Town Clerk for dissemination to the public. Council Member Veach brought up insurance on Town Hall and FEMA and questioned the status of converting the Bay Oaks gym to a temporary Town Hall. He assumed that the conversion fell under the 50% rule. Mayor Allers replied that bids went out and were due by December 8, 2022. Once bids were received and one was approved, Town Hall could be inside the building in 90 days. He did not know how long the trailer that staff was using would be available, but he expected to have information within the next day or two. Council Member Woodson questioned whether the debris would be moved from the Bay Oaks site. Mayor Allers responded that the large debris pile would be ongoing until all the debris was picked up, but he would get more information. Council Member Woodson questioned whether other town hall locations were mentioned. Mayor Allers noted that places off the island were discussed. Town Attorney Herin, Jr. pointed out that the Council was required to meet on the island with a physical quorum unless the FDEM (Florida Division of Emergency Management) emergency order was extended.

Mayor Allers indicated that discussions were ongoing concerning having a staff member available to answer permitting questions at Beach Baptist since the DRC was returning to that location.

Council Member Veach verified that property owners must carry flood insurance if they accept FEMA money. He contacted FEMA to find out whether property owners who accepted the funds could return them but had not heard back. Mayor Allers indicated that the DRC at Beach Baptist could answer questions.

Council Member Woodson questioned cleaning up the beach. Council Member Veach replied that private property owners had to get the right of entry resolved before state resources could enter their property to remove the trash. Council Member Woodson questioned whether condos and businesses with cleanup contracts could move forward. Mayor Allers responded that private property owners could clean their property at their own cost. Town Attorney Herin, Jr. cautioned that beach property owners should contact town staff before removing debris from the beach due to state issues. Mayor Allers reassured property owners that the request for insurance information on landebriscleanup.com was not a scam. He encouraged owners to complete the form to get the debris cleaned up faster. He indicated that some large items were partially hidden under the sand and could be dangerous. Town Attorney Herin, Jr. stated that state contractors were working to clean up the canals and beach. Mayor Allers mentioned that the water was unsafe to let professionals do their job on the beach and waterways. Town Attorney Herin, Jr. indicated that the form on the website was called "a right of entry form" and was a document that property owners had to fill out if they wanted the state to remove debris. Council Member Woodson suggested that permits for food trucks include a requirement to supply portable restrooms for their use. Mayor Allers directed Council Member Woodson to discuss the item with the interim town manager.

Mayor Allers questioned scheduling future meetings. Council Member Woodson thought meetings should continue weekly until December 19, 2022. She suggested going back to regularly scheduled meetings in January. Vice Mayor Atterholt confirmed that the schedule would be November 21 and 28, December 5, M&P on the 12th and the last regular meeting on December 19. Council Member Woodson suggested that December 12 be the last meeting before the holidays. Council Member Veach pointed out that three meetings were already scheduled in December and he would not be available for a couple of meetings. He supported sticking to the regular schedule in December. Council Member King noted that he had a conflict on December 19 and was out of town from January 16-21, 2023 but he might be able to rearrange his schedule in January.

Vice Mayor Atterholt suggested that Council meetings be scheduled on Monday, November 21, 2022, at 9:00 a.m., Monday, November 28, 2022, at 9:00 a.m., Monday, December 5, 2022, at 9:00 a.m., M&P on Monday, December 12, 2022, at 9:00 a.m., Monday, January 9, 2023, at 9:00 a.m., M&P on Thursday, January 12, 2023, at 9:00 a.m. and January 23, 2023, at 9:00 a.m.

Council Member King questioned the status of the clean sand piles on the north end. Mayor Allers replied that he would get an update soon.

- C. FMB Restoration
Not addressed due to time constraints.

IV. ADJOURNMENT

Council Member Veach moved to adjourn; second by Council Member King.
Motion carried unanimously.

The meeting was adjourned at 10:25 a.m.



Fort Myers Beach Management & Planning Session

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Minutes

Thursday, November 17, 2022

10:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Allers, Vice Mayor Atterholt, Council Member King, Council Member Veatch and Council Member Woodson.

LPA Members present: Chair Plummer, LPA Member Cereceda, LPA Member Eckmann, LPA Member Sudduth, LPA Member Safford and LPA Member Safford.

II. ITEMS FOR DISCUSSION

A. FMB Restoration

Chair Plummer noted there were many questions concerning the 50% rule and the website did not answer all of them. She questioned whether the 20% was something they could count on. Community Development Director Jason Green replied that the town's ordinance included an assessed value plus 20% and was still valid. He indicated that the property appraiser presented a market value without an additional percentage. He explained that the assessed value plus 20% was different than the market value and in some cases, the market value was probably higher. LPA Member Cereceda pointed out an error in the letter and Director Green indicated the mistake would be corrected. LPA Member Cereceda questioned whether there was an appeal process with the property appraiser's assessment. Director Green thought so but suggested the property appraiser's office be contacted for confirmation. Director Green added that the assessed and market values were two different calculations.

LPA Member Vanasse stated there were three options: the town's assessed value plus 20%, the market value from the property appraiser and a private appraiser. He recommended that property owners close to the 50% value look at all three options. Director Green stated that a second appraisal would be required if an appraisal came in 35% above the assessed value. He

suggested hiring an appraiser who had done those types of appraisals because it was not a typical appraisal.

Council Member Woodson noted that some property owners had a letter from the property appraiser on the website, but now the letter was gone. Director Green was unsure what happened and directed questions to the property appraiser's office.

LPA Member Vanasse indicated that some people were getting pre-disaster and post-disaster build-back confused when thinking about the 50% rule.

Director Green cautioned people from trying to circumvent the requirements because it could come back to hurt them financially in the future.

Chair Plummer questioned whether the costs allowed for rebuilding were available. Director Green replied that there were no specific dollar amounts, but it was a market value range. Chair Plummer requested a copy of the ranges and Director Green responded the town did not have a range; it was whatever the general market conditions were. Chair Plummer received clarification on built-in appliances.

Director Green revealed that insurance rates were going to increase significantly. LPA Member Eckmann questioned whether building back to a bare minimum would suffice. He questioned whether the town could establish a minimum price per square foot to make it easier for people to calculate. Director Green replied that Lee County had a number on the website, but it was outdated and the town did not use it. Town Attorney Herin, Jr. stated that FEMA audited records to ensure the town complied with the National Flood Insurance program criteria. He explained that trying to get around the rules could affect the entire community's rating, which translated into how much property owners would pay for insurance.

LPA Member Cereceda questioned whether the town created an inventory of how many property owners were trying to meet the 50% threshold. Director Green replied that there were hundreds and noted most of the elevated structures did very well. He indicated that they had initial damage assessment data and he could put raw numbers together to determine where the town stood and approximately how many homeowners were trying to meet the 50% criteria.

LPA Member Safford questioned whether demo costs counted toward the 50%. Director Green replied affirmatively. Mayor Allers added that if the homeowner did the demo, they had to use the minimum wage to estimate how much it cost. LPA Member Vanasse suggested that homeowners whose homes were identified with an orange dot should contact town staff for assistance before proceeding. Mayor Allers agreed. LPA Member Cereceda questioned how long it would take to get an appointment with town staff.

Director Green replied that people should send an email or call and obtain three quotes from contractors before contacting staff. He indicated that general numbers were out there to figure the cost per square foot and property owners could get a general idea of the cost.

LPA Member Vanasse questioned whether an office could be set up so professionals could answer questions in person. Director Green replied that it was an administrative decision. Senior Planner Jason Smalley noted people could call the main number, leave a message and they would be read via email. He encouraged people with permitting questions to send an email to zoningpermits@fmbgov.com and someone would reply as soon as possible. He added that Frequently Asked Questions (FAQ) were on the town's website for more information.

Director Green explained that the LDC (Land Development Code) and Comp Plan (Comprehensive Plan) were being updated to recognize the age of structures concerning rebuilding and changes would come before the Council. He encouraged people to contact him before starting to rebuild.

Vice Mayor Atterholt questioned the quirk in the law that prevented an owner/builder of an LLC from beginning the work themselves. Town Attorney Herin, Jr. replied that it was state law and part of the Florida Building Code.

No LLCs, trusts or partnerships were allowed to pull permits. Only licensed contractors were allowed to pull permits.

Council Member Woodson questioned whether there was a plan to streamline the permitting process. Town Attorney Herin, Jr. replied that the permitting lag was not due to the process. There was a timeline that staff strived to meet. The delay was because applications were not submitted correctly and had to be sent back for more information. Mayor Allers noted that it appeared not all application discrepancies were identified at the same time and time was wasted by sending the application back and forth. Director Green responded that various departments had to review the application.

Mayor Allers suggested that all departments review the application before sending it back to the applicant. Director Green agreed and explained why the process was set up that way.

LPA Member Cereceda suggested that the LPA meet and discuss how to streamline the process. Town Attorney Herin, Jr. agreed. LPA Member Cereceda stated that prior Councils wanted everything to come before them and did not want staff to have the liberty to approve requests, but another Council allowed more administrative leeway. She noted it was a policy decision. Vice Mayor Atterholt welcomed recommendations from the LPA. Council Member Veatch pointed out that zoning issues should be a priority. LPA Member Vanasse suggested that the LPA could address zoning issues and provide a little more leeway. Regarding commercial development, the units and square footage were vested and he advised patience. He felt they had to develop a vision for the long term and described how Punta Gorda moved forward after a previous hurricane. Director Green clarified that units that were legal non-conforming were vested.

Chair Plummer questioned overhead and profit on the improvement sheet. Director Green replied that the contractors usually filled that section out.

Chair Plummer questioned how much longer permit fees would be waived. She questioned what would happen if the permit application was submitted during that period but was kicked back after the fees were reinstated.

Town Attorney Herin, Jr. replied that the builder permit waiver coincided with the fire department. Director Green commented that the waiver ended approximately a month from today. Vice Mayor Atterholt added that the Council had the right to extend the waiver. Mayor Allers indicated that the Council had to clarify the process on Monday. Consensus was reached to bring the topic back for discussion.

LPA Member Safford questioned when the comp plan would be completed. Director Green hoped they could start having discussions in January. LPA Member Safford questioned whether certain issues could be tackled first.

Director Green replied affirmatively. Chair Plummer questioned where homeowners could go to determine their existing and required elevation for their property. Director Green indicated there were new flood maps on the website and expected digital maps from FEMA soon. LPA Member Vanasse noted that his property on the Lee County website included the existing and proposed flood maps. He suggested that property owners check with their insurance company or mortgage holder for the elevation.

Chair Plummer questioned the change regarding small and corner lot setbacks. She noted the change from the LPA was supposed to be on double lots. She stated that the change negatively affected small lots and questioned whether they could revisit the setback change. Director Green responded that lots greater than 50 feet in width were impacted. Chair Plummer commented that the standard lot was 75 feet, so the change should affect those over 75 feet. Director Green indicated that the change could be revisited. Mayor Allers supported giving the LPA the authority to bring back recommendations. Director Green stated he would provide a list of several topics that needed to be discussed.

Chair Plummer questioned when the LPA would start meeting again and suggested they meet twice a month. She mentioned meeting with FEMA and building professionals to work out concerns. Director Green commented that staff could accommodate a meeting before the end of November. LPA Member Vanasse questioned whether staff could provide a list of items via email so the LPA could research before their first meeting. Director Green replied affirmatively.

LPA Member Vanasse suggested topics to review: side setbacks, accessory setbacks and non-conforming structures on small lots. Director Green added that the town's administrative authority had to be defined and limits determined. Council Member Veach felt that commercial property should be addressed.

Director Green will get back to the LPA regarding a date for their next meeting. Director Green stated there was an opportunity to consider a right-of-way acquisition or dedication. Vice Mayor Atterholt commented it was a great idea. Town Attorney Herin, Jr. added that checklists for the town's forms could be created to help applicants submit complete documentation. Chair Plummer confirmed that if the property owner's box did not change, a survey was not needed.

LPA Member Vanasse suggested that the public be involved with redevelopment. Director Green noted that he would contact the executive

director of Punta Gorda to invite her and others to speak to the town.
Town Attorney Herin, Jr. stated that an analysis would be presented before Monday regarding the disposition of the town manager and moving forward under new management.

III. ADJOURNMENT

Council Member Veatch moved to adjourn; second by Mayor Allers.
Motion carried unanimously.

The meeting was adjourned at 12:44 p.m.



Fort Myers Beach Town Council

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Minutes

Monday, November 21, 2022

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Allers, Vice Mayor Atterholt, Council Member King, Council Member Veatch and Council Member Woodson.

II. INVOCATION

Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Vice Mayor Atterholt moved to approve the final agenda; second by Council Member Veatch.

Motion carried unanimously.

V. PUBLIC COMMENT

Tauheedah Mateen from the Small Business Administration (SBA) provided an update. She noted that businesses registered with FEMA (Federal Emergency Management Agency) would be sent to the SBA (Small Business Administration). If the SBA could not help, the business owner would be automatically referred back to FEMA for additional grant consideration. She urged people to submit applications and not to throw out letters of denial from either agency because instructions on submitting an appeal were contained in the letters. She stated that any SBA applicant could speak to a representative at a standalone business center.

Aria Cox from Fort Myers Beach Elementary questioned whether the school would be rebuilt. Mayor Allers replied that the town did not have the ability to make that decision, but the Council would be at the school board meeting on November 22, 2022.

Captain Melody King, resident, introduced herself and described her business experience. She stated that she helped with the storm recovery is

involved with fundraising for the community.

Jesse Field, resident, explained why his family moved to the beach and discussed saving the elementary school. He noted that he had also submitted his resume for the LPA. John Koss, resident, indicated that many community members would be attending the school board meeting. He noted there was no communication between the school board and parents and asked whether the Town Council could be involved with communication issues.

Cliff Gallagher felt that one of the reasons former Mayor Murphy did not win the election was because property owners were not allowed back on the island immediately after Ian. He hoped that the policy would change before the next hurricane. He disagreed with the policy that every property had to obtain a structural engineer report and wanted a refund. He disagreed with the requirement that trailers and motor homes had to be registered with the town.

Jenny Paradiso, resident, described the damage inside the beach school.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Veach recognized the Kiwanis for hosting the Thanksgiving event. Council Member Woodson described the Mayhem at the Man Caves and noted it was a great event.

Council Member King recognized Kim and Ed Ryan at Beach Talk Radio. He noted they raised over \$320,000.00 for beach employees and residents. He suggested that they receive a day of honor.

Mayor Allers thanked members of the Jacksonville management team for their hard work.

No items from other members.

VII. CONSENT AGENDA

Council Member Atterholt moved to approve; second by Council Member Woodson.

Motion carried unanimously.

A. Resolution 22-39; Certification of 2022 Election

Resolution 22-39; Certifying the results of the Town of Fort Myers Beach General Election on November 8, 2022 for Town Council Seats One and Two.

Council Member Atterholt moved to approve; second by Council Member Woodson.

Motion carried unanimously.

VIII. ADMINISTRATIVE AGENDA

A. Town Manager

Roger Hernstadt

H2 Solutions, LLC

Town Attorney Herin, Jr. described the terms of the agreement proposed by H2 Solutions. They would be available for up to six months and the contract could be terminated with 15 days' notice without cause. They would provide all interim town manager services and all administrative actions per the town charter, the town code and state law. H2 Solutions requested \$20,000.00 per month with travel and housing provided per the policies and procedures. He stated that he was reviewing and adding to a draft contract provided by H2 Solutions. H2 Solutions requested that the start date be November 1, 2022. The Town Attorney confirmed that H2 Solutions could work without a signed contract.

Council Member King moved to approve the contract with H2 Solutions, LLC as described; second by Council Member Woodson.

Motion carried unanimously.

Town Attorney Herin, Jr. stated that the Council had the authority to accelerate the termination date of Mr. Hernstadt's resignation. Mr. Hernstadt had the option to request payment of compensation through April 20, 2023, or up to 20 weeks or the maximum allowed under Florida law. Mr. Hernstadt requested that if Council decided on an accelerated resignation date, it would be through December 31, 2022, to maintain his health benefits and provide access to Mr. Holley regarding the transition. Mr. Holley indicated that he wanted to follow up with Mr. Hernstadt but did not know if keeping him on for another month was necessary.

Town Attorney Herin, Jr. informed Council that if they accelerated his resignation, they would still have to pay Mr. Hernstadt through April 20, 2023, but he would not be eligible for benefits beyond the date of early acceleration.

He explained the difference between severance pay and compensation. Council Member Veach supported keeping Mr. Hernstadt until December 31, 2022, to help with the transition. Mayor Allers was confident in the abilities of the new interim town manager and staff and supported them moving forward.

Council Member King moved to accept Mr. Hernstadt's resignation and accelerate his resignation to be effective November 21, 2022; second by Council Member Woodson.

Motion carried 4-1, with Council Member Veach dissenting.

B. 2023 Meeting Schedule

Approve the monthly schedule for Town Council meetings for calendar year 2023

Town Clerk Baker read the schedule for meetings which was located on the town's website.

Vice Mayor Atterholt moved to approve the 2023 meeting schedule; second by Council Member King.

Council Member Veach noted he would not be available on November 28, 2022.

Motion carried unanimously.

C. Local Planning Agency appointment

Appointment to the Local Planning Agency (LPA)

Town Clerk Baker noted that Patrick Romcoe and James Boan submitted their applications for the LPA before the cutoff date. Jesse Field submitted his application after the cutoff date.

James Baon was appointed to the LPA.

D. RFP-23-01-AD: Disaster Recovery Consultant Services

Approve the Selection Advisory Committee's recommendation in response to RFP-23-01-AD, Disaster Recovery Consultant Services, and authorize the Town Manager to negotiate and execute an agreement with Hagerty Consulting, Inc.

Mayor Allers requested that the item be tabled until November 28, 2022, for discussion.

Vice Mayor Atterholt moved to table until the next formal meeting on December 5, 2022, at 9:00 a.m.; second by Council Member Woodson. Motion carried unanimously.

E. Permitting Fees

A discussion regarding the waiving of permit fees

Vice Mayor Atterholt indicated the goal of waiving permit fees was intended to be in concert with the fire district. Mayor Allers noted that Chief Martin clarified that approved or accepted permit fees were waived for 90 days.

Council Member Veach questioned which permit fees were waived. Mayor Allers replied that an issued permit qualified for the waiver. Council Member Woodson preferred that fees be waived only for permits related to clean-up and rebuilding. Council Member Veach suggested that property owners not submit variance applications if they are not needed to streamline the process. He thought that a cap should be put in place. Mayor Allers felt it was important to waive permit fees for people ready to start rebuilding. He clarified that permits submitted post-September 28 and issued before the 90-day cutoff would qualify for the fee waiver. Council Member Woodson questioned whether additional staff would have to be hired to process permits that were ready to go. Interim Town Manager Holley suggested that applications submitted before the 90-day cutoff receive the waiver.

Mayor Allers moved that straight permit applications for damage related to hurricane Ian received after September 28, 2022, qualified for the 90-day fee waiver period; second by Vice Mayor Atterholt.

Motion carried 4-1, with Council Member Veach dissenting.

IX. FINAL PUBLIC COMMENT

Kara Stewart stated that there was a provision under a statute that private provider services could be hired to provide plan review and permitting inspection services as an individual. The town would be obliged to adjust its fee schedule to compensate for services it would not provide. She indicated that the fee schedule combined a building permit fee with additional services. She noted that the public could hire a private provider to take the burden off the town.

Joe Orlandini, resident, appreciated the relief of permit fees, but he opted to pay his fees. He noted that after searching for several days, the clock was not found. He and one of his investors offered to pay for a new clock.

Dave Fuchelli, resident, supported Vice Mayor Atterholt's theory that the town would be functional in one year. He stressed that the beaches had to be cleaned immediately. He referred to the 90-day permit fee waiver and noted that he lived in a condo and was still waiting for FEMA engineers to assess the property. After the assessment, he had to hire an engineer and design firm before submitting a proper permit. He stated that he appreciated any help the Council could offer.

George Gilbert, Town Square magician, thanked Council for their service. He thanked Chris Primo for letting him and others use his space this weekend from 4:00 p.m. to 7:00 p.m. to provide family entertainment.

Chris Primo, resident, stated that three of his restaurants were trying to get back online. Food trucks were concerned regarding the policy that they had to provide restrooms for many people. He offered Norm's beach parking lot to beach cleanup groups and another lot in Times Square was available if needed.

Nearby C. thanked the Council for helping clean his area. He suggested a meeting with Times Square vendors to help continue cleaning the debris. He described areas that he believed were still dangerous to the public.

James Cox, resident, suggested that the map concerning the 50% rule be used to identify properties that were heavily damaged and allow those owners to rebuild at no cost.

X. TOWN MANAGER'S ITEMS

Interim Town Manager Steele noted that the former Town Manager instituted a salary increase effective October 13, 2022. All employees who worked 40 hours received time and a half pay and hours exceeding 40 were paid double time. The impact of the first pay period on October 27, 2022, was an additional \$167,529.00, for November 9, 2022, an additional \$155,168.00 and the pay period ending November 23, 2022, was estimated at \$126,000.00. Approximately \$450,000.00 in additional pay was made. He met with town staff on Friday and indicated the town was going back to the regular pay schedule. Council Member Veach questioned whether any of the payments were reimbursable by FEMA. Mayor Allers replied that he spoke to FEMA and since the policy was not in effect before Ian, the money would probably not be reimbursed. He thanked Mayor Allers for being so focused.

A. Year End Financial Report

Interim Town Manager Holley suggested the topic be revisited when Council had an opportunity to review the report. Mayor Allers agreed. Interim Town Manager Holley noted that the town was in good shape. Council Member Veach questioned what the insurance payment of \$3 million was for. Interim Town Manager Steele replied that about \$800,000.00 was for the water department and about \$1.9 million was for the stormwater department.

Interim Town Manager Holley indicated that he hoped to meet with insurance representatives at the League of Cities conference next week and recommended that the town not settle claims anytime soon. He noted that the company representing the town had a section on insurance adjustment and services. He added that the town might have to hire an independent adjuster.

XI. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. reported that Donald Crapo submitted a personal injury claim on behalf of his wife who was injured in an accident allegedly on a town sidewalk. He stated a mediation was scheduled for tomorrow and anticipated that the matter would be settled during the mediation. He offered to attend the meeting and report back to Council. Town Attorney Herin, Jr. informed Council that the claim started years ago when Estero Blvd. was widened.

XII. COUNCILMEMBERS ITEMS AND REPORTS

Vice Mayor Atterholt requested that the Interim Town Manager contact representatives from the internet providers for an update. He suggested that the internet provider representatives be invited to attend an M&P meeting. He questioned scheduling a meeting with employers, the Chamber of Commerce and other entities to discuss a program to allow employees to enroll their children at the Beach Elementary school. He received support to add both items to an M&P. He noted the Key Questions for Key Staffers information was on the website. He thanked Beach Talk Radio for advertising the meeting.

Council Member Veach wondered whether Council could facilitate a meeting with beachfront property owners, businesses, and town staff to move forward with the future of the town square. He questioned when the debris at Bay Oaks would be removed. Mayor Allers did not hear anything about closing the site, but they were hauling at night to reduce the pile. He indicated that debris was being removed from what appeared to be state land on the beach. Keep Lee Beautiful was working towards a beach cleanup and a parking site was located on the north end. He commented that he was in conversations with condo associations on the south end to find out whether they would allow volunteers to park in their lots. Mayor Allers reiterated that beachfront owners go to landebriscleanup.com and fill out the right of entry form. He indicated that a significant cleanup effort with Tuna Skin was expected sometime in December. He recommended that coordination efforts be scheduled with Tuna Skin. Council Member Veach suggested that participants who planned to attend the School Board meeting ask how the community could help save the elementary school.

He thought Council should continue to examine how they could help accelerate the permitting process. He suggested bringing in consultants or additional staff to help. He noted the gym at Bay Oaks appeared to be in good condition and felt it could be remodeled in less than 90 days. Mayor Allers stated that discussions were being held concerning creating a temporary working space for Town Hall staff. The fire department and two medical clinics would be on the same site.

Council Member Woodson questioned whether they should add public restrooms and sanitary stations to permits for food trucks. Vice Mayor Atterholt agreed and noted one of the food truck vendors indicated the current setup was working fine and they were hopeful the existing facilities would remain. Mayor Allers questioned contacting the Web EOC for portable facilities at Times Square. Council Member Veach noted the TDC (Tourist Development Council) might have funds to provide a restroom trailer. Council Member Woodson questioned approving containers for liquor consumption at food trucks affiliated with restaurants with liquor licenses. Council Members agreed as long as the restaurants followed state guidelines. The topic was added to an M&P. Council Member Woodson questioned clearing Bayside Park to allow community events. Mayor Allers replied that cleanup was in the works. Council Member Woodson brought up creating a search committee to hire a permanent Town Manager and fill the vacant Finance Director position. Interim Town Manager Steele agreed that the position needed to be filled. Council Member Woodson suggested looking at the organizational design of the permitting process and hiring a local attorney.

Mayor Allers responded that they should wait until Interim Town Manager Holley meets with staff and he felt the first step should be to hire a permanent Town Manager. Council Member Woodson questioned what the previous Town Manager did regarding salaries was something they should look into. Mayor Allers disagreed and thought they should move forward. Interim Town Manager Steele stated that staff were on their normal pay scale now.

Council Member King questioned whether a letter from Council was sent to the school board. Council Member King questioned whether the town could do anything regarding the scheduled release from Lake Okeechobee. Manager Chustz responded that the Council could address the U.S. Army Corps of Engineers. He offered to send examples of letters.

Mayor Allers stated that the curfew in Bonita Springs was 7:00 a.m. to 7:00 p.m. and contractors could not get on the island at the south end until 7:00 a.m., but residents were allowed on at 6:00 a.m. The information will be included on the website.

Town Attorney Herin, Jr. noted the declaration of emergency had to be extended. Vice Mayor Atterholt moved to extend the declaration of emergency; second by Council Member Veach.

Motion carried unanimously.

A. Outside Committee Designations

Designation of a Council representative and alternate to the seven outside committees on which Council members have previously served. Coastal and Heartland National Estuary Partnership - Council Member Veach.

Coastal Advisory Committee - Environmental Projects Manager Chadd Chustz.

Fort Myers Beach Elementary School Youth Council - Mayor Allers. Horizon Council - Council Member Woodson.

Metropolitan Planning Organization - Council Member King with Vice Mayor Atterholt as the alternate.

Southwest Florida Regional Planning Council - staff. Tourist Development Council - Mayor Allers.

Southwest Florida Resiliency Coalition - Council Member Veach. Estero Committee for Bay Management - Council Member Veach.

B. Council Representation to Town Advisory Committees

Designation of a Council representative to the six Town advisory boards/committees.

Anchorage Advisory Committee - Vice Mayor Atterholt.

Audit Committee - Council Member King.

Bay Oaks Recreational Campus Advisory Board - Council Member Woodson.

Cultural and Environmental Learning Center Advisory Board - Vice Mayor Atterholt.

Marine and Environmental Resources Task Force - Council Member Veach.

Public Safety Committee - Mayor Allers.

XIII. ADJOURNMENT

Council Member King moved to adjourn; second by Council Member Woodson. Motion carried unanimously.

The meeting was adjourned at 11:58 a.m.



Fort Myers Beach Town Council

Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931

Minutes

Monday, December 5, 2022

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Allers, Vice Mayor Atterholt, Council Member King, Council Member Veatch and Council Member Woodson.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Vice Mayor Atterholt moved to approve the final agenda; second by Mayor Allers. Motion carried unanimously.

Mayor Allers added FDOT (Florida Department of Transportation) representatives to the agenda.

V. PUBLIC COMMENT

Dave Lawrence, resident, commented that his 50' x 60' lot and others were deemed not buildable because they were non-conforming lots. He stated that he was not informed of any ordinance change. He questioned what could be done. Mayor Allers replied that the LPA (Local Planning Agency) would discuss setbacks at their next meeting on Tuesday, December 6, 2022.

Katherine Butler, resident, noted the ordinance was changed on June 7, 2021, and she cited the amendment. She questioned how something like that could be passed without the residents' knowledge.

Lawrence Black, resident, was told his lot was also non-conforming and non-buildable.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Vice Mayor Atterholt mentioned that he hesitated to single people out when so many deserved recognition. He commended the pioneer spirit of the community and amazing acts of heroism. He praised the business community and their entrepreneurship in moving the island forward. He thanked the volunteers who participated in the beach cleanup on Saturday.

Council Member Veach thanked the 150 people who helped clean the beach and noted more cleanups would be organized in the future. He thanked everyone for putting the poinsettia tree together.

Council Member Woodson thanked all the organizers and volunteers for the many activities over the weekend.

Council Member King thanked everyone for taking care of themselves and helping others. He recognized the toy drive for the Beach Kids Foundation and thanked business owners for working hard to open and stay open. He thanked Town Clerk Baker and the Town Council for all they did and were doing.

Mayor Allers thanked Public Works Director Jason Freeman and staff for the poinsettia tree. He thanked the anonymous family who donated 400 poinsettias and Joe Orlandini for putting up a palm tree as a base for the poinsettias. He thanked the Emergency Management Director, John Ward from Clay County, for his input, time and guidance.

Victoria Peters, Community Liaison from FDOT, introduced Matanzas Pass Bridge Project Manager Chris Speese and his supervisor, Sean Pugh. Mr. Speese noted that Phase 4 should be completed in a week. He requested a letter or email from the town stating that the town was willing to move forward with the property transfer to Lee County to facilitate the construction of Seafarer's interchange improvements. Council Member Veach questioned the status of funding to help with the road in Times Square. Mr. Speese replied that he would have to investigate the grant with leadership. Director Freeman indicated that the Ocean's Jewel property on the corner was from TPI and another element of the redesign of the foot of the bridge.

Vice Mayor Atterholt noted the potential interest in having a pedestrian overpass from Margaritaville to Times Square and suggested that Mr. Speese keep a flexible mindset regarding how that could be accomplished. He questioned when the town would start to see some movement on the ground concerning the base of the bridge project. Mr. Speese responded that the activity should begin next June or July. A consensus was reached to move forward with the project and to send the letter. Liaison Peters replied to Council Member Veach and indicated that the pavers for Times Square were bumped to 2024. Director Freeman added that he was working with Liaison Peters regarding the grant for the project.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

No items.

VIII. ADMINISTRATIVE AGENDA

A. State Personnel- John Ward Briefing

State Personnel- John Ward Briefing

Mr. Ward reviewed his experience and noted that he was impressed with the teamwork within the community. He listed the number of responders and agencies who assisted with the recovery and noted there were over 2,500 rescues. Out of 3,200 structures, just over 2,200 had light to moderate damage and over 900 were destroyed. He stated the storm surge was 8-18 feet. He added that the employees were phenomenal and performed a multitude of services, including processing building applications, assessing residential and commercial buildings, distributing ice and water and responding to over 12,500 resident contacts. He summarized that Tidal Basin was the current recovery contractor for 30 days and described their role as preparing projects to be submitted to the state and FEMA for reimbursement. He noted that the town had to find a recovery contractor for the next few years. He explained FEMA's A-G categories of damage and indicated there was a commitment of \$7.6 million for a project. He listed the individual figures for different areas and noted the total estimated cost of damage was \$75 million.

Council Member Veach questioned whether the debris at Bay Oaks would be removed and covered by FEMA before the deadline. Mr. Ward replied that the debris would still be removed after the deadline and reimbursement would change to 90% from FEMA and 10% local, which generally would be split at 5% from the town and 5% from the state. He added that he was discussing with the state about covering the town's 5%. He indicated that the state picked up the tab for all but approximately \$150,000.00 of the debris removal. Mr. Ward stated that the town would not suffer financially from the debris removal.

Mr. Ward encouraged residents and businesses to sign up at landebriscleanup.com for property adjusters to assess their properties and be in the queue before the 180-day deadline. Building Official Steve Poposki explained that a demo permit was required for all demolition and fees were waived. Mr. Ward explained the responsibility of the county, town and state concerning debris removal. Council Member Woodson questioned the process of removing all the debris from Bay Oaks. Mr. Ward responded that they needed to discuss where to put it.

Jennifer Boyett, External Affairs at Comcast, provided a map that divided the town into three areas. She noted the first two sections in the north and middle were predominately (90%) restored as of now. She suggested people who do not have service in those two areas call Comcast at 1-800-Xfinity or use the Xfinity app. The last section to receive service was the south end between Coconut Drive and Albatross Street, which will be restored by December 8, 2022. She informed customers that they would not be charged for lack of service or missing equipment.

Kim Pressano, Director of Field Operations at Century Link, explained how their equipment was damaged and had to be rebuilt. She indicated that a temporary trailer was at their old location. She stated that copper customers

were out of service and fiber customers would be restored and rebuilt. Lou Spano ran the engineering and construction and noted they were a month into the design and engineering process. He indicated that 4,800 single-family homes were in the design process and typically, it would take 3-6 months to put shovels in the ground, but they were doing all they could to accelerate the timeline. He described the improvements to service when the structure was rebuilt.

Brandon Miller, Public Affairs and Permitting Manager, encouraged the community to contact him with questions.

Charlotte Miller, FP&L (Florida Power and Light) External Affairs Manager, stated that calls and emails regarding power should be sent to her. She noted that people needed to lift the main breaker switch before contacting FP&L or the town. She explained that it could be up to five days before power was restored in some cases, but typically within one to two days. She suggested electricians throw the breaker in case issues were on the customer side of the meter. Mayor Allers questioned bills for people on the budget billing program even if people were not living in their homes. Ms. Miller replied that people with incorrect bills should contact the customer service department. Council Member Woodson explained that people on the budget billing program had to contact FP&L to get off the budget billing. Ms. Miller agreed they had to contact customer service.

Mr. Ward will meet with Communications Coordinator Jennifer Dexter to post the data he listed on the website. Council Member Veach questioned whether people could have FEMA trailers on the beach. Mr. Ward replied that he and the Mayor were in discussions with FEMA but could not go into details yet.

B. Reject the Selection Advisory Committee's recommendation in response RFP-23-01-AD

Reject the Selection Advisory Committee's recommendation in response to RFP-23-01-AD, Disaster Recovery Consultant Services and to authorize the Town Manager to reissue the RFP to include the State recommendations to the Disaster Recovery Consultant Services solicitation.

Mayor Allers noted that the state recommended that the bids be rejected and the RFP (Request for Proposal) be rewritten and sent back out. He stressed that the decision had nothing to do with the Selection Committee or the selected company. Mr. Ward explained that the RFP was being rewritten to increase the scope of work for the future.

Vice Mayor Atterholt moved to reject the Selection Advisory Committee's recommendation; second by Council Member King.

Motion carried unanimously.

Mayor Allers read the title of Resolution 22-42.

Vice Mayor Atterholt moved to approve the resolution; second by Council Member Woodson.

Motion carried unanimously.

IX. FINAL PUBLIC COMMENT

None

X. TOWN MANAGER'S ITEMS**A. Financial Report**

Accounting Manager Cheri Russ stated that purchase orders in place were \$15 million, primarily for emergency work. Approximately \$5 million of the purchase orders were paid out and \$10 million was obligated to be paid. The majority of the expenses came from water utility repairs. Payroll expenses for overtime and double time were \$450,000.00 and FEMA would not reimburse the double time of approximately \$150,000.00. Revenues to date were insurance claims for just over \$3 million. Another company handled insurance and the town was insured for flooding and property for about \$19 million. Anticipated revenues through FEMA and expedited projects were estimated at \$15 million, the town will receive half up front and the check should arrive this week.

Interim Town Manager Holley explained that staff vacancies were a significant challenge. He stated it would be several months before the town would have accurate loss information. He did not see a crisis in the town's financial situation.

Environmental Project Manager Chadd Chustz stated that the red tide alert was rescinded, but the bad news is that the US Army Corp was increasing releases from Okeechobee. He indicated that the red tide persisted at the Sanibel lighthouse and was intense at Sarasota. He noted that water quality testing with the environmental lab in Lee County had not resumed. He will follow up with FGCU (Florida Gulf Coast University) to determine what they tested for after the hurricane. Council Member Woodson questioned whether there was anything they could do regarding the releases. (Recording skipped.) Project Manager Chustz commented that Town Council could send a letter to the US Army Corps. Consensus was reached for Project Manager Chustz to resume testing the water.

Interim Town Manager Holley noted that staff were working out of trailers and pushing to get the modular buildings in. He mentioned there were few options to house staff and the Bay Oaks bids were due on December 8, 2022. He indicated that the trailers were not conducive to meeting with the public and he was looking at relocating some staff to one of the two tents. He stated the library did not work because there were no elevators and the space on the third floor was the only option. He added that the green building was very expensive without a functioning elevator.

Interim Town Manager Holley indicated that Community Service Administrator Daphnie Saunders had stepped down and Steve Poposki was now the Interim Director for Community Development. He noted that the vacancy would be advertised. He described a letter that will be sent to residents regarding substantially damaged structures. Interim Director Poposki stated that they had to send the letter per the state and the National

Flood Insurance Program. The letter described how the property was substantially damaged with directions on how to appeal the assessment. He indicated the letter would be sent to over 500 addresses.

Vice Mayor Atterholt questioned the property tax bill and wondered whether people should pay it now to utilize the discount or wait. Interim Town Manager Holley replied that he should know more later in the week. He thought residents who paid the bill would get a credit or refund. He noted there was work in progress to provide ad valorem relief.

Interim Director Poposki described the demo process and noted a permit was needed with fees waived. He said there was a lot of information on the website and people could email or call the main line with questions. Council Member Woodson questioned the timeline for permitting. Interim Director Poposki responded that it generally took three to four weeks, depending on the permit. He explained the process for obtaining a residential interior remodel permit and noted that it took longer. He suggested people read through the FAQs and the application instructions. Council Member Woodson questioned whether a notary was required. Interim Director Poposki replied that the notary requirement was waived.

Interim Town Manager Holley indicated that Interim Director Popski would create an organizational chart for staffing to meet the town's demand. He noted that they needed more staff, but he did not know how much help they would receive from the state yet. Vice Mayor Atterholt discussed means testing the permit fee waiver. Council Member Woodson suggested that more permitting information be communicated to residents every week.

Interim Town Manager Holley stated that a Town Hall meeting was scheduled for Friday at 6:00 p.m., December 09, 2022, at the Town Hall tent. He noted that a hazard mitigation grant was available to the town and hoped that Council would bring forward suggested projects for the grant program by their meeting in January.

Mayor Allers brought up the Interim Town Manager's contract and noted many unexpected changes. Town Attorney John Herin, Jr. explained the minimum insurance requirements and questioned whether Council wanted to waive that requirement. He added that H2 Solutions also wanted some indemnification language tweaked. Vice Mayor Atterholt questioned the exposure for the town if the insurance requirement was waived. Town Attorney Herin, Jr. explained that the town would be held liable if either of the Interim Town Managers got into a car accident. Vice Mayor Atterholt questioned whether Interim Town Manager Holley had automobile insurance coverage. Interim Town Manager Holley responded that his truck was covered. Town Attorney Herin, Jr. stated that the mutual indemnification provision was better than nothing, but he preferred the insurance requirement.

Mayor Allers moved to direct the Town Attorney to finalize the contract with Mr. Wilkins and Mr. Holley, consistent with the discussion held today; second by Vice Mayor Atterholt.

Motion carried unanimously.

- B. Legislative Delegation Meeting
See above discussion.
- C. Foot of Matanzas Pass Bridge Discussion
Addressed under Local Achievements.

XI. TOWN ATTORNEY'S ITEMS

- A. Requesting authorization to discuss pending litigation
Town Attorney Herin, Jr. read the first authorization request and noted another authorization request concerned the Jamison litigation. Discussion was held regarding scheduling the meeting.

Mayor Allers moved to have the Town Attorney work with the Town Clerk to schedule a shade meeting in the Jamison vs. Town of Fort Myers Beach, FL case pending the 2nd District Court of Appeal 2D212723; second by Council Member King.

Motion carried unanimously.

Mayor Allers moved to instruct the Town Attorney to work with the Town Clerk to schedule a shade meeting for January 9, 2023, for the Rood case; second by Council Member Veach.

Motion carried unanimously.

XII. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Veach brought up rebuilding Times Square and felt they needed a discussion of options. He received support to add the topic to the next M&P. He questioned whether they wanted to discuss installing 5G towers.

Council Member Woodson questioned the status of the liquor container permitting approval process. Town Attorney Herin, Jr. explained the state criteria and noted that no one had submitted the necessary information to the town. Director Green stated that businesses that had approval for consumption on-premise were not affected. Vendors who wanted to serve alcohol in units without approval for consumption on premises violated the Land Development Code. He noted it was a town issue and Council could discuss a special exemption process. Mayor Allers did not object to allowing businesses with containers to put their units at sites with approval for consumption on-premise. Consensus was reached to allow containers on sites with approved consumption on premises.

Council Member King noted there were no trash containers at the portable restrooms. He questioned where they were in bringing Bay Oaks online. Mayor Allers replied that they were moving forward and he would have more information soon. Council Member King brought up reappointing Advisory Committee Members. Town Attorney Herin, Jr. stated that members had to undergo the reappointment process.

Mayor Allers brought up the lack of a post office. Vice Mayor Atterholt will contact a senator from Florida who has jurisdiction over the post office. He hoped to have

someone from the post office provide an update at their meeting on December 12, 2022. He brought up the idea of putting the post office in the new Town Hall. Mayor Allers indicated that FEMA was trying to find alternate solutions to house people since trailers were not allowed in a flood zone. Mayor Allers stated that he had one of the flags from TPI and encouraged suggestions about what to do with the flag.

XIII. ADJOURNMENT

Council Member King moved to adjourn; second by Council Member Veach. Motion carried unanimously.

The meeting was adjourned at 12:05 p.m.



Fort Myers Beach Management & Planning Session

Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931

Minutes

Monday, December 12, 2022

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Allers, Vice Mayor Atterholt, Council Member King, Council Member Veatch and Council Member Woodson.

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Environmental Update

Update on Beach Damage and Recovery

Vice Mayor Atterholt listed the people who assisted him in contacting the proper people regarding establishing mail services on the island.

Richard Fermo, District Manager of the Florida 2 District, introduced Manager of Operation Integrations Jesse Hobson and Corporate Retail Customer Support person Rob Roddie. Mr. Fermo stated that after the hurricane hit, post office operations on the islands that were affected were moved to the Jet Loop Road location in Fort Myers. He indicated that they would inspect the island to determine where to move postal operations. The landlord was restoring the previous USPS location, but his group was looking at available options for a temporary post office on the beach. He was not sure whether post office boxes would be available. He did not think it would take very long to set up a temporary trailer.

Environmental Projects Manager Chadd Chustz stated that the seawall integrity and tie-backs were not compromised at Newton Park and the two switchback accesses. A lot of the debris on the beach was removed, tens of thousands of cubic yards of sand were recovered from Estero Blvd. and the county sand was returned from Lynn Hall to Crescent Park. The debris contractor was starting to return the sifted sand to repair town assets and

shore up seawalls. The engineer estimated they had 220,000 cubic yards of damage to the beach on the north segment. Project Manager Chustz referred to a map of the damaged area and a summary of recovery projects and public assistance requests. He described the beach renourishment project and noted the project had been adjusted due to the hurricane. Mayor Allers questioned whether the town could recoup some of the money regarding the cost share portion. Interim Town Manager Holley was unsure but stated the town should move forward with an appropriation request.

Project Manager Chustz remarked that the entire beach would be considered an engineered beach, which meant a berm would be created to reduce impacts from future storms. He noted that about 250 feet of sand would be added in front of the Leonardo Arms.

Council Member Veach noted that the budget table did not include FEMA (Federal Emergency Management Agency) allocations. Project Manager Chustz explained the breakdown of the different phases of the project and noted that the FEMA project was described in the attached email. He stated that a U.S. Army Corps of Engineers permit was submitted for review and he was waiting for confirmation. The governor allocated \$20 million from past renourishment budgets to the four counties affected by Ian and Nicole. The town asked the FDEP (Florida Department of Environmental Protection) for 30 thousand cubic yards of sand to shore up the north segment since it did not qualify as an engineered beach. He mentioned other locations that needed sand. He hoped that sand would be returned before the sea turtle season. He added that sand had been returned to the area around the Lutheran Church and the condominium easement documentation regarding the renourishment project was being reworked and will be presented to the Council at the first meeting in January.

Mayor Allers questioned what private property owners who lost sand on the bay side needed to do to get their sand replenished. Project Manager Chustz replied that he would find out. He explained how the beach was cleaned up to current conditions. Vice Mayor Atterholt indicated another beach cleanup was scheduled for next Sunday and encouraged volunteers to sign up.

Project Manager Chustz was authorized to send thank you letters to all who helped clean the beach.

Interim Town Manager Holley stated that the pier and the park restoration were discussed at the delegation meeting last week and would be coordinated with the town and county.

B. Utilities Billing

Discussion regarding stormwater fees

Utilities Director Christy Cory reported that 262 accounts were closed, which decreased the water revenue by an estimated \$72,000.00 per year and stormwater revenue by about \$180,000.00 per year. She noted that the impervious area has changed with some homes gone. She questioned whether the town wanted to continue to bill for stormwater or hold off for a while. She indicated that properties would have to be remeasured and the

number would be based on the slab if the home was gone. Mayor Allers questioned the average cost per property. She replied that one ERU was \$31.94 and she factored in one and a half ERUs. She added that bare sand was not completely pervious, even if nothing was left on the property. Interim Town Manager Holley suggested that the town continue to charge for stormwater where appropriate. Consensus was reached to continue charging for stormwater.

C. Hazard Mitigation Grants Program

Town of Fort Myers Beach HMGP projects

Interim Town Manager Holley stated that the deadline to identify projects was mid-January and \$500 million was available through the state. Hazard mitigation planners were on the beach today and a meeting was scheduled for the afternoon. He noted that a county committee would meet in late January to look at all projects submitted by all the cities in the county. He was unsure how the committee would prioritize projects, but a 406 plan described by Mr. Guthrie was not competitive and the town could submit their application for a town hall. He will have more details about the 406 plan after the meeting. He noted that hazard mitigation grants typically had a 25% match requirement, but the town had already made a request to the delegation that the match be covered.

D. FL House Appropriations

FY23-24 Legislative Appropriation Request

Interim Town Manager Holley was in contact with lobbyist Ron Books' office staff and they would be on site next week. The house appropriations paperwork was out and Mr. Brooks suggested that appropriation items be identified by mid-January. Interim Town Manager Holley anticipated property tax relief and that the town would be held harmless in that process. The state would backfill whatever ad valorem tax breaks were doled out. He noted that he had the League of Cities legislative platform available. He was told that the state would preempt workforce or affordable housing for a housing bill.

He stated that he focused on revenue replacement, beach renourishment and a town hall. Tidal Basin estimated it would cost \$16 million for a new town hall and Interim Town Manager Holley will get details on how they determined that number. Council Member Veatch questioned whether the Bay Oaks campus could be added to an appropriation request. Interim Town Manager Holley replied affirmatively. He assumed that the town hall would be rebuilt on the same property. He added that a bid to repair Bay Oaks would come before the Council on January 9, 2023.

Vice Mayor Atterholt suggested adding lighting and community policing to the appropriation request. Interim Town Manager Holley reported that he contacted representatives to push FP&L (Florida Power and Light) to install lights without financial exposure to the town. Vice Mayor Atterholt revealed that FP&L could seek cost recovery.

Council Member Woodson questioned whether having planners come to the

town was an item for the appropriation request. Interim Town Manager Holley replied that urban planning help could be a legislative ask. He mentioned that the general engineering bid packet typically contained a list of people to pick from.

Vice Mayor Atterholt brought up density concerns from investors and stated that he challenged them to address traffic mitigation with pedestrian bridges. He pushed businesses on the bay side to consider a water ferry service. He felt that businesses with requests to the town should involve ideas that address traffic mitigation.

Mayor Allers felt the town should be proactive and questioned what the Council could do to help the Interim Town Manager. Interim Town Manager Holley replied that he would come up with some options.

Council Member Veach stated that the community generally did not support more density on the beach. Vice Mayor Atterholt asked him to keep an open mind because people were coming up with innovative ideas. Council Member Veach brought up allowing density bonuses for people on the first mile of Estero Blvd. to give up land to expand Estero Blvd. Interim Town Manager Holley discussed the state giving density bonuses for building permanent residential apartments downtown to help mitigate traffic.

Council Member Woodson questioned whether meeting with local realtors would be feasible. Mayor Allers and the Council encouraged her to move forward.

IV. AGENDA MANAGEMENT

A. December 2022

Start thinking about rebuilding Times Square and reaching out to businesses and property owners.

Add commercial zoning issues. Add installing parking signs.

Add rental fee assessment to the next regular agenda on January 9, 2023.

Add permitting to the next M&P agenda on January 12, 2023.

Interim Town Manager Holley requested support for hiring a consultant at \$13,000.00 for three months to determine salary ranges for different positions. Mayor Allers and Council Member Woodson supported the request. Interim Town Manager Holley revealed that the Pink Shell offered a meeting room for the January 9, 2023 meeting. Mayor Allers and the Council supported moving the meeting.

V. ADJOURNMENT

Mayor Allers moved to adjourn; second by Council Member Veach. Motion carried unanimously.

The meeting was adjourned at 11:11 a.m.

1. **Requested Motion:**

Meeting Date: January 9, 2023

Resolution 23-03 approving nun pro tunc the Professional Services Agreement between the Town and H2 Solutions, LLC for Interim Town Manager services.

Why the action is necessary:

Authorizes the engagement of H2 Solutions, LLC to serve as the Interim Town Manager in accordance with the Town's Charter.

What the action accomplishes:

Implements the Town Charter provision regarding the Town Manager.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. 23-03, Resolution re Approving Interim Town Manager Professional Services Agreement with H2 Solutions LLC(140376468.1)-C
2. H2 contract- EXECUTED-C

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 1/3/2023
Approved - 1/3/2023
Approved - 1/3/2023
Final Approval - 1/5/2023

RESOLUTION NUMBER 23-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND H² SOLUTIONS, LLC TO PROVIDE INTERIM TOWN MANAGER PROFESSIONAL SERVICES AUTHORIZING THE TOWN MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach (“Town”) empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town wishes to provide enter into a Professional Services Agreement with H² Solutions, LLC to provide Interim Town Manager Professional Services (the “Agreement”); and

WHEREAS, the Town believes it is in the best interest of the business owners, residents, and visitors to enter into the Agreement with H² Solutions, LLC.

NOW, THEREFORE, BE IT HEREBY RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AS FOLLOWS:

Section 1. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. The Agreement between the Town and H² Solutions, LLC, attached as Exhibit “A”, is approved and the Mayor is authorized to execute the Agreement on behalf of the Town.

Section 3. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 4. This resolution shall take effect immediately upon its adoption.

The foregoing Resolution was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put to a vote, the result was as follows:

Dan Aller, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Karen Woodson, Council Member
Bill Veach, Council Member

ADOPTED this 9th day of January 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of January 2023.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TOWN OF FORT MYERS BEACH, FLORIDA
AND
H² SOLUTIONS, LLC**

THIS AGREEMENT is made *nunc pro tunc* to the 15th day of November 2022, by and between the Town of Fort Myers Beach, Florida, a Florida municipal corporation, with a business address of 2525 Estero Blvd., Fort Myers Beach, FL 33931 (hereinafter referred to as the “Town”) and H² Solutions, LLC, a Florida limited liability corporation, with a business address of 2480 State Road 30A, Port St Joe, FL 32456 (hereinafter referred to as the “Contractor”). Town and Consultant may hereinafter be referred to collectively as the “Parties”.

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Town and Consultant agree as follows:

ARTICLE 1 – PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective Parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Town is in need of the services of an interim Town Manager to provide the professional governmental management powers and duties as set forth in Section 6.03 of the Town Charter, the Fort Myers Beach Code and this Agreement (the “Professional Services”).

1.2 Consultant is duly experienced in the field of Florida government administration, management and finance, and is ready and willing to provide the Professional Services to the Town.

1.3 On November 14, 2022, the Town Council discussed entering into an agreement with Consultant and directed Town staff to prepare an agreement between the Town and Consultant to render the Professional Services more particularly described herein.

ARTICLE 2 – SERVICES AND RESPONSIBILITIES

2.1 Consultant hereby agrees to perform the services of Interim Town Manager, as more particularly described herein and Consultant agrees to do everything required by this Agreement.

2.2 Consultant shall furnish all services and labor required in the performance of this Agreement.

2.3 Consultant hereby represents to Town, with full knowledge that Town is relying upon these representations when entering into this Agreement, that Consultant has the professional expertise, experience, and manpower to perform the Professional Services to be provided by Consultant pursuant to the terms of this Agreement.

2.4 Consultant assumes professional and technical responsibility for performance of the Professional Services in accordance with recognized professional standards for city/county managers as promulgated by the International City/County Management Association. This includes, but is not limited to:

- 2.4.1. Assisting the Town in the development of management strategies; and
- 2.4.2. Assisting the Town with development of strategies regarding regulatory issues, administrative agencies, or other similar issues; and
- 2.4.3. Attend all Town Council meetings and such other meetings as directed by the Town Council, and conferences, meetings, telephone conference calls and webinars, and such other tasks as the Town Council may direct in furtherance of the Consultant's duties under this Agreement.

2.5 Consultant shall not utilize the services of any sub-consultant without the prior written approval of Town.

2.6 It is specifically contemplated that Consultant will make every effort to notify the Mayor and Town Council in advance of any meetings scheduled by Consultant with local, state, or federal public officials or others regarding the provision of the Professional Services under this Agreement, so that the Town Council may have a representative present at such meetings if desired.

ARTICLE 3 - TERM AND TERMINATION

3.1 This Agreement shall take effect nunc pro tunc as of November 15, 2022, and shall terminate on May 15, 2023, unless otherwise extended or terminated as provided herein.

3.2 This Agreement may be extended by mutual written agreement of the Parties.

3.3 If, through any cause, the Consultant fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant violates the terms and conditions of this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall, at the option of the Town, become the Town's property and the Consultant shall be entitled to such compensation and reimbursement of expenses for all Professional Services accrued and provided through and including the day of termination.

3.4 This Agreement shall be deemed automatically terminated and of no further force and effect if either Party has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.

ARTICLE 4 – COMPENSATION AND METHOD OF PAYMENT

4.1 Consultant shall invoice the Town monthly for services performed. The invoice shall not exceed \$20,000.00, plus approved travel expenses which includes up to \$5,000.00 of housing and expenses.

4.2 The Town will make its best efforts to pay Consultant within fifteen (15) days of receipt of proper invoice (date of receipt being one business day after the date on which the electronic invoice was sent).

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, *Fla. Stat.*

4.4 Payment will be made to Consultant at:

H2 Solutions, LLC
2480 State Road 30A
Port St. Joe, Florida 32456

ARTICLE 5 – OFFICES, EQUIPMENT, AND TRAVEL EXPENSES

5.1 Consultant shall have access to and use of office space, computer access, a landline telephone (if available), and other miscellaneous office equipment, during the regular business hours of the Town of Fort Myers Beach, at the Town's expense to be used to provide the Professional Services provided for in this Agreement.

5.2 Town shall reimburse Consultant for the cost of travel expenses incurred in providing the Professional Services, such as attending out-of-town meetings with federal or state officials, Florida League of Cities events or seminars, or similar type events. Reimbursable travel expenses include hotel, airfare, rental cars, and incidental travel expenses, like meals, taxi fares, parking, and mileage (at the standard State of Florida mileage rate). All travel must be approved in advance by the Town Council and will be paid at the established rates in the Town's adopted policies and procedures for travel expenses.

ARTICLE 6 - CHANGES TO SCOPE OF SERVICES AND ADDITIONAL WORK

6.1 Town or Consultant may request changes to this Agreement that would increase, decrease, or otherwise modify the Professional Services to be provided under 5 this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Town Charter and the Fort Myers Beach Code, and must be contained in a written amendment, executed by the Parties with the same formality, equality, and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

6.2 In no event will the Consultant be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties.

ARTICLE 7 - INDEMNIFICATION

7.1 Each Party agrees to indemnify and hold harmless the other Party, its affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, contractors and agents from and against all claims, damages, liabilities or suits of any nature whatsoever (including reasonable outside attorneys' fees) arising out of, because of, or due to the breach of this Agreement by either Party, its delegates, agents or employees, or due to any negligent act or occurrence of omission or commission of either Party. Each Party may, at its sole option, defend itself or allow the other party to provide the defense, but each party agrees in either case to make itself reasonably available and fully cooperate with the other party in the defense of any such claim. The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Consultant and that Section 725.06, *Fla. Stat.* requires a specific consideration be given therefor. Accordingly, the Parties agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the scope of services with respect to the Professional Services to be provided by Consultant.

ARTICLE 8 – INDEPENDENT CONTRACTOR

8.1 The Parties intend that Consultant in performing the services specified in this Agreement, shall receive direction from Town as to strategies and goals of Consultant's duties under this Agreement, and may receive specific requests from the Town regarding actions which should be made in furtherance of Consultant's duties under this Agreement. However, Consultant is an independent contractor and shall have control of its business, and the work and the manner it is performed. Consultant is not an employee of the Town for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law; and is not entitled to participate in any pension plan, health or other insurance, bonus, or similar benefits the Town may provide to its employees. Consultant shall have no power to bind the Town to any contract or other obligation without the Town Council's written permission or as provided for in the Town Code, and Consultant is not authorized to represent that it is not an employee of the Town to any third party entering into an agreement or contract with the Town.

8.2 Consultant's means and methods of providing the Professional Services under this Agreement shall not conflict with Town, State, or Federal laws, policies, rules, or regulations. The Consultant agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Professional Services under this Agreement, and shall not be construed as creating any joint employment relationship between the

Consultant and the Town; and the Town will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 – JURISDICTION AND VENUE

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue for all claims or actions arising out of or related to this Agreement shall be in Lee County, Florida.

ARTICLE 10 - PUBLIC RECORDS

10.1 The Town is a public agency subject to Chapter 119, *Florida Statutes*. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and, following completion of the Agreement, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession after the Consultant transfers the records in its possession to the Town; and

10.1.4 Upon completion of this Agreement, Consultant shall transfer to the Town, at no cost to the Town, all public records in Consultant's possession. All records stored electronically by the Consultant must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

10.2 The failure of Consultant to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**TOWN CLERK
2525 ESTERO BLVD., FORT MYERS BEACH, FL 33931
(239) 765-0202
AMY@FMBGOV.COM**

ARTICLE 11 - MISCELLANEOUS

11.1 Ownership of Documents. Reports, surveys, plans, studies, and other data provided in connection with this Agreement are and shall remain the property of Town.

11.2 Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

11.3 Notices. Whenever any party desires to give notice to any other party, it must be given by written notice, sent by courier, overnight delivery service (e.g., Fed Ex), or certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Consultant and Town designate the following as the respective places for giving of notice:

Consultant:

H2 Solutions, LLC
2480 State Road 30A
Port St. Joe, Florida 32456
(850) 519-3887 ^T

Town:

Town of Fort Myers Beach
c/o Town Clerk
2525 Estero Blvd.
Fort Myers Beach, Florida 33931

With a copy to:
Town Attorney
2525 Estero Blvd.
Fort Myers Beach, Florida 33931

11.4 Conflict of Interest. Consultant is aware of the conflict-of-interest laws of the State of Florida, set forth in Chapter 112, *Florida Statutes*, as amended, and agrees that it will fully comply in all respects with the terms of Chapter 112, *Florida Statutes*. During the term of this Agreement, Consultant shall not undertake any actions or representation or work on behalf of third parties which would give the appearance of any impropriety. Conflict of interest includes, but is not limited to, the appearance of any conflict of interest with any position of Town or any Town interests on any subject matter, whether any such conflict of interest be on behalf of any client or on behalf of Consultant. The Consultant represents that it has disclosed, prior to executing this Agreement, all potential conflicts of interest between the interests of Town and any existing clients

of Consultant. If Consultant wishes to be retained by clients other than Town and said representation may present a potential conflict of interest with Town, the full scope of such representation and conflicts must be disclosed to the Town by Consultant in advance, so that Town may determine if the potential conflict of interest is one that it wishes to waive, or if the potential conflict may otherwise be resolved.

11.5 Availability/Time. It is specifically acknowledged by Consultant and contemplated by this Agreement that Consultant will be sufficiently available to Town to fulfill its duties under this. In the event that Consultant wishes to be retained by clients other than the Town and Consultant's representation of other clients will require substantial portions of Consultant's professional availability during the term of this Agreement, Consultant shall advise the Town in advance of being retained by such other clients so that Town may determine the potential for conflict between Consultant's availability to perform the Professional Services under this Agreement and the duties requested by other clients, and the Parties shall use their best efforts to resolve any concerns regarding Consultant's availability to perform the Professional Services under the Agreement. In the event such availability conflicts cannot be resolved by the Parties, either Party may terminate this Agreement as provided herein.

11.6 Authority to Bind. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11.7 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.8 Exhibits. Any exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.9 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.10 Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

11.11 Legal Representation. It is acknowledged that each party had the opportunity to consult with counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

11.12 Counterparts and Execution. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same Agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

11.13 Scrutinized Companies. Consultant, by execution of this Agreement, and in accordance with the requirements of Sections 287.135 and 215.473, *Fla. Stat.*, Consultant certifies that it is not participating in a boycott of Israel. Consultant further certifies that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Consultant been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of this Agreement. The Town shall provide notice, in writing, to Consultant of the Town's determination concerning the false certification. Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Agreement term, Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Consultant does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the Agreement and seek civil remedies pursuant to Section 287.135, *Fla. Stat.*, as amended from time to time.

11.14 Waiver. Failure of Town to insist upon strict performance of any provision or condition of this Agreement, or to execute any right contained herein, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

11.15. Attorneys' Fees. If either party sues for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein.

11.16 E-Verify. Consultant (and its subconsultants) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Agreement, the Consultant certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Consultant must obtain an affidavit from its subconsultants in accordance with paragraph (2)(b) of Section 448.095, *Fla. Stat.*, and maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the Consultant regarding the requirements of Section 448.095, *Fla. Stat.*, specifically sub-paragraph (2)(c)1, and the Town's obligation to terminate the Agreement if it has a good faith belief that Consultant has knowingly violated Section 448.09(1), *Fla. Stat.* If terminated for such reason, the Consultant will not be eligible for award of a public contract for at least one year after the date of such termination. The Town reserves the right to order the immediate termination of any agreement between the Consultant and a sub-consultant performing work on its behalf should the Town develop a good faith belief that the sub-consultant has knowingly violated Section 448.095(1), *Fla. Stat.*

11.17 Protection of Town Property. At all times during the performance of this Agreement, Consultant shall protect Town's property from all damage whatsoever on account of the work being carried on under this Agreement.

11.18 Compliance with Statutes. It shall be the Consultant's responsibility to be aware of and comply with all statutes, ordinances, rules regulations and requirements of all local, Town, state, and federal agencies as applicable.

11.19 Bankruptcy. It is agreed that if Consultant is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

11.20 Agreement Subject to Funding. This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Council of the Town of Fort Myers Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11.21 Uncontrollable Forces. Neither Town nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

11.22 Non-Discrimination & Equal Opportunity Employment. During the performance of this Agreement, the Consultant shall not discriminate against any person in its operations, activities or delivery of services. The Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a bases for service delivery.

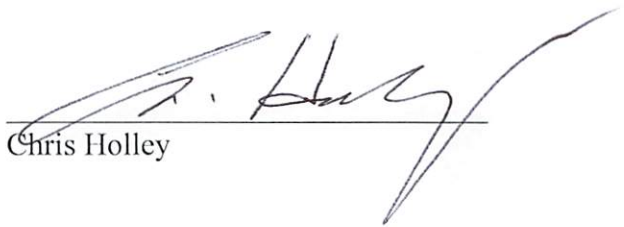
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date below.

TOWN OF FORT MYERS BEACH:

CONSULTANT:

By: 

Dan Allers, Mayor



Chris Holley

Date Signed: 12/20/2022

Date Signed: 12/19/2022

1. **Requested Motion:**

Meeting Date: January 9, 2023

Approve Resolution Extending the Town Declaration of State of Local Emergency

Why the action is necessary:

Extending the local state of emergency provides the Town with the needed flexibility to respond to the catastrophic disaster caused by Hurricane Ian and maintains the Town's eligibility for federal and state reimbursement funding for the costs of recovery.

What the action accomplishes:

Extends the Town's Declaration of state of local emergency.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Hurricane Ian has caused a catastrophic disaster in the Town, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas. This Resolution will maintain in place the Town Declaration of State of Local Emergency originally put in place via adoption of Resolution 22-34.

Attachments:

1. Resolution 23-02 re Extending Declaration of Local Emergency(141431553.1)-C

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 1/4/2023
Approved - 1/4/2023
Approved - 1/5/2023
Final Approval - 1/5/2023

RESOLUTION 23-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, *Florida Statutes*, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Section 252.38 *Florida Statutes*, specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 9th day of January 2023.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-35 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), *Florida Statutes* and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

Section 6. The state of local emergency shall remain in effect until terminated as provided in Section 12-21 of the Code. However, The mandatory curfew and prohibition regarding the use of fresh water supplied by the County or local water company for any purpose other than cooking, drinking, or bathing set forth in Section 12-24 of the Code are hereby waived at this time.

Section 7. As provided in Section 12-21(a) of the Code, the Mayor, Vice-Mayor, or Town Manager may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 9th day of January 2023 upon the signature of the Mayor at 9:00 a.m.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of January 2023.

1. Requested Motion:

Meeting Date: January 9, 2023

Approve Resolution 23-05 and Authorize the Mayor to execute the Submerged Land Lease renewal with the Department of Environmental Protection for the Mooring Field and Dinghy Dock and all associated documents.

Why the action is necessary:

To approve Resolution 23-05 and authorize the Mayor to execute the Submerged Land Leases.

What the action accomplishes:

Executes the Submerged Land Leases for the Town of Fort Myers Beach.

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

5. Background:

The Town maintains two Submerged Land Leases for the Mooring Field and the Dinghy Dock and has been completing the required inspections and renewal process over the past few months. This authorization will allow for the execution of renewals for the two leases.

Attachments:

1. 23-05 Approving Dinghy Dock and Matanzas Pass Mooring Field Submerged Land Leases with FDEP
2. Exhibit A Mooring Field Land Lease Renewal A AID 46610 Renewal 360032595 OGC signed
3. Exhibit B Dinghy Dock Land Lease Renewal A AID 45679 Ren Mod 360339155 OGC signed

Financial Impact:

\$0.00

6. Alternative Action

Do not execute and decommission the mooring field.

7. Management Recommendations:

Approve and execute the Submerged Land Lease.

8. Recommended Approval:

Flor Lemmer, Administrative Officer
Jason Freeman, Public Works Manager
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 1/4/2023
Approved - 1/4/2023
Approved - 1/4/2023
Approved - 1/5/2023
Final Approval - 1/5/2023

RESOLUTION NO. 23-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE RENEWALS FOR THE TWO TOWN SUBMERGED LAND LEASES FOR THE MATANZAS PASS MOORING FIELD AND DINGHY DOCK WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach (“Town”) empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town has continuously operated and maintained a public mooring field known as the Matanzas Pass Mooring Field; and

WHEREAS, the Town has previously executed submerged land leases between the Town and the Florida Department of Environmental Protection (“FDEP”); and

WHEREAS, the Town desires to renew these submerged land leases to continue mooring field operations for the Matanzas Pass Mooring Field once back fully operational from Hurricane Ian; and

WHEREAS, the Town Council deems it to be in the best interests of the business owners, residents, and visitors of the Town to renew the submerged land leases with FDEP.

NOW, THEREFORE, BE IT HEREBY RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AS FOLLOWS:

Section 1. The above recitals are true and correct, and incorporated herein by this reference and adopted as the legislative and administrative findings of the Town Council.

Section 2. The two renewal Submerged Land Leases between the Town and FDEP, copies of which are attached as Exhibit “A” and Exhibit “B” is approved. The Mayor is authorized to execute the Leases on behalf of the Town.

Section 3. This Resolution shall take effect immediately upon its adoption.

THE FOREGOING RESOLUTION was adopted by the Town Council upon a motion by Council Member _____ and seconded by _____, and upon being put to a vote, the result was as follows:

DULY PASSED AND ADOPTED on this 9th day of January 2023.

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Bill Veach, Council Member	_____
Karen Woodson, Council Member	_____

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2023.

This Instrument Prepared By:
Tiana D. Brown
Action No. 46610
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 360032595

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Town of Fort Myers Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 24, Township 46 South, Range 23 East, and Section 19, Township 46 South, Range 24 East, in Matanzas Harbor, Lee County, Florida, containing 3,175,464 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 27, 2021.

TO HAVE THE USE OF the hereinabove described premises from November 26, 2022, the effective date of this lease renewal, through November 26, 2032, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an 89-slip managed municipal anchorage public mooring field to be used exclusively for mooring of recreational vessels, operated and maintained by the Lessee who has a contract with a harbor master to provide shore side amenities and harbor master facilities, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveaboards as defined in paragraph 24, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 36-0181011-001, dated June 25, 2003, and General Permit No. 0181011-005-EG, dated February 18, 2021, incorporated herein and made a part of this lease by reference. The construction phase of the General Permit for the proposed structures depicted on Attachment A of this lease shall be completed no later than February 18, 2026. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 9 herein. All of the foregoing subject to the remaining conditions of this lease.

[02-12]

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.) or (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. MOORING FIELDS- SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income derived from the mooring field and expenses incurred by Lessee and the Harbormaster for operation and maintenance of the mooring field to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(32), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Town of Fort Myers Beach, Florida
2523 Estero Boulevard
Fort Myers Beach, FL 33931

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

10. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

11. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

12. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

13. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

16. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense.

17. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 9 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

18. REMOVAL COSTS: Subject to the noticing provisions of Paragraph 17 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee.

19. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

20. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

21. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

22. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

23. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

24. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

25. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in “cruises to nowhere,” where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

26. SPECIAL LEASE CONDITIONS:

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a “first come, first served” basis, as defined in Rule 18-21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a “first come, first served” basis.

B. During the term of this lease and all subsequent renewal terms, the Lessee shall maintain the manatee information display and manage awareness signs as required by the State of Florida Department of Environmental Protection (“DEP”) Consolidated Environmental Resource Permit No. 36-0181011-001, dated June 25, 2003.

C. The Lessee shall submit all ordinances that pertain to the “Town of Fort Myers Beach Matanzas Pass Municipal Anchorage”, within 30 days of adoption. The Lessee shall ensure that any ordinances that are adopted are not contrary to Permit No. 36-0181011-001, dated June 25, 2003 of this mooring field lease (or any subsequent modification/renewal to either the permit or lease).

D. Prior to allowing any vessel to utilize the mooring field, the Lessee shall implement and maintain for the life of the facility the DEP-approved “Town of Fort Myers Beach Municipal Anchorage Matanzas Harbor Management Plan” (or a DEP-approved modification of the same) attached to Permit No. 36-0181011-001, dated June 25, 2003 and incorporated herein into this mooring field lease by reference. Modifications to the referenced plan may be made upon written agreement by both the Lessee and the Lessor. A violation of the above referenced plan is a direct violation of this lease.

E. Prior to allowing any vessel to utilize the mooring field, the Lessee shall execute and comply for the life of the facility the DEP-approved “Town of Fort Myers Beach Municipal Anchorage Matanzas Harbor Management Plan” (or a DEP-approved modification of the same) attached to Permit No. 36-0181011-001, dated June 25, 2003 and incorporated herein into this mooring field lease by reference. Modifications to the referenced plan may be made upon written agreement by both the Lessee and the Lessor. A violation of the above referenced plan is a direct violation of this lease.

F. This lease allows the following nonstandard use: authorization to allow only 10 slips for use by liveaboard vessel occupants to moor beyond six months for compliance purposes

G. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

H. The Lessee shall maintain the land-based support facilities for the life of the mooring field. The land-based support facility shall provide amenities and conveniences for the total number of occupants that are using the mooring field (e.g., parking, bathrooms, shower facilities, laundry facilities, etc.). If the mooring field is abandoned, the Lessee shall remove anchors and other structures in a manner that does not cause a water quality violation, impede navigation, or damage resources

I. The Lessee shall submit to the Lessor documentation demonstrating that the service provider agreement for the approved land-based support facility continuously remains valid for the life of the mooring field and provides the necessary level of support services for the upcoming year. Each renewal of the service provided agreement shall be provided to the Lessor within 30 days of the renewal. All required submittals required by lettered special lease conditions shall be submitted to the Florida Department of Environmental Protection, South District Office, Submerged Lands and Environmental Resource Permitting, P.O. Box 2549, Fort Myer, FL 33902-2549 or via e-mail to FTMERP_Compliance@dep.state.fl.us. All submittals shall include the Lessee name and indicated permit number when referring this this project.

J. In the event the service provider changes the Lessee shall submit a revised land-based support facility plan indicating location in relationship to the mooring field and a complete list of amenities and conveniences for review and approval 90 days before the termination of the current service provider agreement and prior to execution.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Original Signature

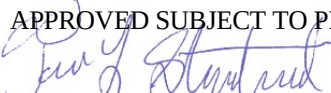
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



DEP Attorney

12/13/2022

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES: Town of Fort Myers Beach, Florida (SEAL)

_____	BY: _____
Original Signature	Original Signature of Executing Authority
_____	<u>Dan Allers</u>
Typed/Printed Name of Witness	Typed/Printed Name of Executing Authority
_____	<u>Mayor</u>
Original Signature	Title of Executing Authority

Typed/Printed Name of Witness	“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Dan Allers as Mayor, for and on behalf of Town of Fort Myers Beach, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:	_____
	Signature of Notary Public
_____	Notary Public, State of _____
Commission/Serial No. _____	_____
	Printed, Typed or Stamped Name

SPECIFIC PURPOSE SURVEY

SUBMERGED LANDS LEASE AREAS

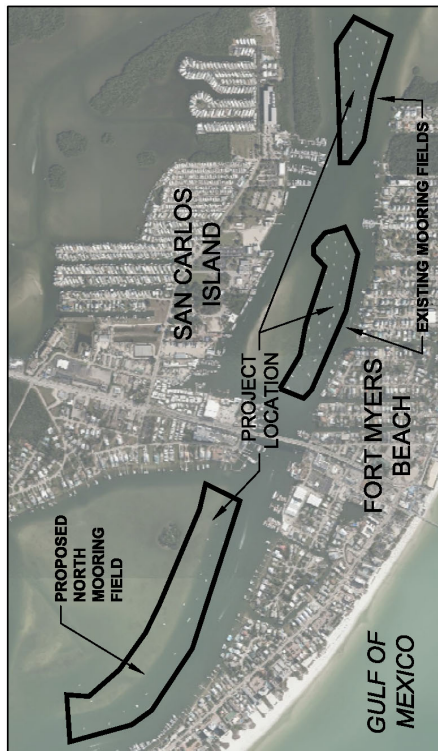
MATANZAS HARBOR / PASS MOORING FIELD

LYING IN SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA AND
LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA

PREPARED FOR:
TOWN OF FORT MYERS BEACH

INDEX

1. COVER SHEET
2. SKETCH OF NORTH MOORING FIELD
3. LEGAL DESCRIPTION OF NORTH MOORING FIELD
4. SKETCH OF WEST MOORING FIELD
5. LEGAL DESCRIPTION OF WEST MOORING FIELD
6. SKETCH OF EAST MOORING FIELD
7. LEGAL DESCRIPTION OF EAST MOORING FIELD



LOCATION MAP
N.T.S.

PUBLISHED TIDAL INFORMATION

TIDAL DATUMS AT MATANZAS PASS, ESTERO ISLAND
ARE BASED ON FLORIDA 872 5366
TIME PERIOD = JUNE 1973 - JUNE 1973
TIDAL EPOCH = 1983 - 2001
CONTROL TIDE STATION = NAPLES, GULF OF MEXICO (872 5110)

ELEVATIONS OF TIDAL DATUMS ARE REFERENCED IN
NAVD 1988.

MEAN HIGHER HIGH WATER (MHHW) = +0.42 FT NAVD
MEAN HIGH WATER (MHW) = +0.16 FT NAVD
MEAN LOW WATER (MLW) = -1.64 FT NAVD
MEAN LOWER LOW WATER (MLLW) = -2.18 FT NAVD

GENERAL NOTES

1. = FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISC STAMPED "PRM BAI LB6940".
2. BEARINGS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, FLORIDA WEST ZONE.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO N.A.V.D. 1988 (NORTH AMERICAN VERTICAL DATUM 1988)
4. COORDINATES SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, FLORIDA WEST ZONE.

THIS FIELD SURVEY IS CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF FLORIDA

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464



Digitally signed by Richard J. Ewing,
P.E.
DN: cn=Richard J. Ewing, P.E.,
o=Coastal Engineering Consultants,
ou=Coastal Engineering Consultants,
email=rewing@cecfll.com, c=US
Date: 2021.08.27 14:46:00 -0400

RICHARD J. EWING, VP
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
DATE OF SIGNATURE:

PROJECT NO. 19.052
FILE NO. 19.052-SLL
SHEET 1 OF 7
ACAD DWG. NO. 19.052.DWG

COASTAL ENGINEERING CONSULTANTS, INC.

* COASTAL AND MARINE ENGINEERING * ENVIRONMENTAL AND GEOLOGICAL SERVICES *
* LAND AND MARINE SURVEY AND MAPPING *

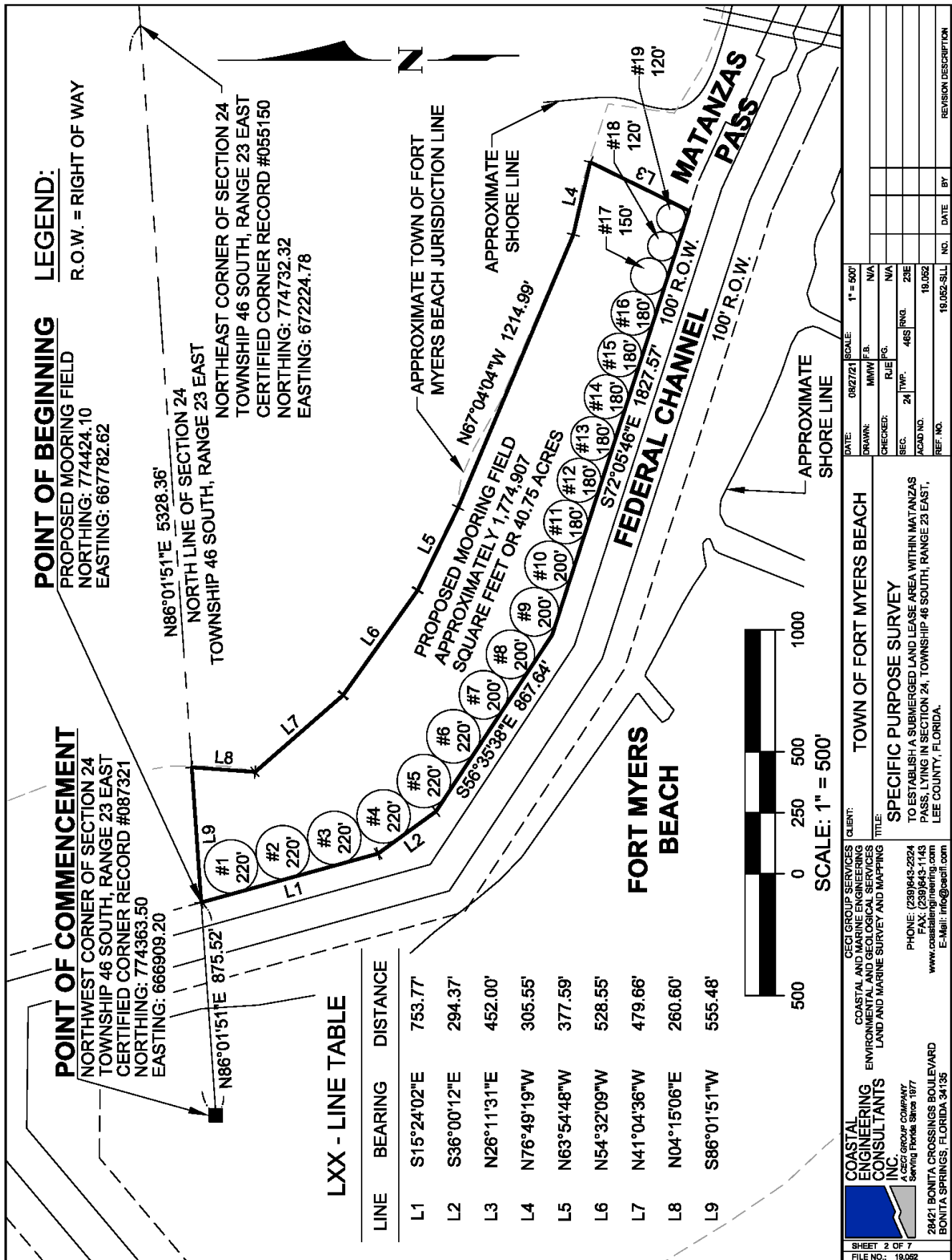
28421 BONITA CROSSING BOULEVARD

BONITA SPRINGS, FLORIDA 34135

AUGUST 27, 2021

(239) 643-2324

REVISIONS			
NO.	DATE	BY	REVISION DESCRIPTION

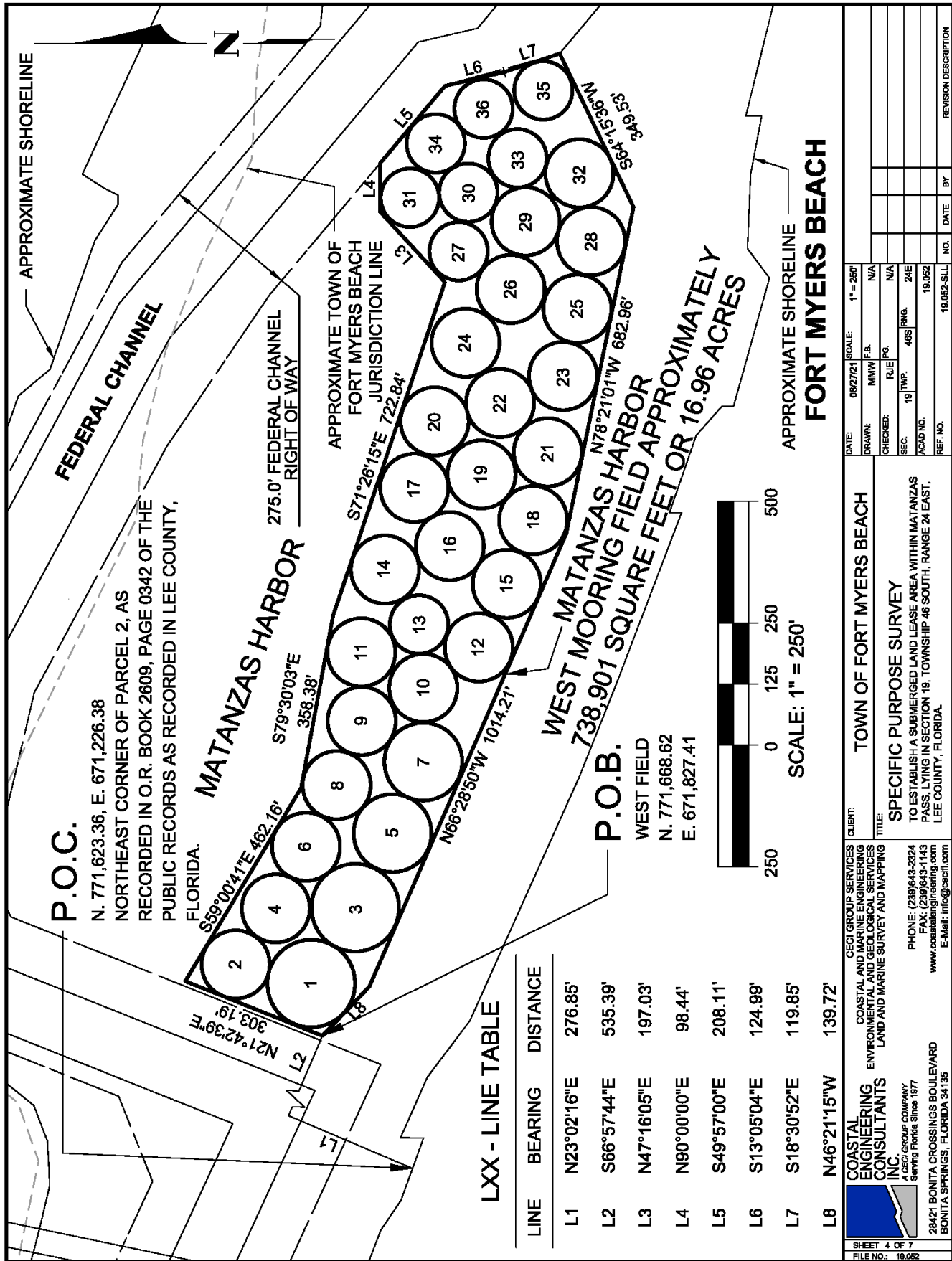


A PARCEL OF SUBMERGED LAND LYING IN THE WATERS OF MATANZAS PASS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, SAID CORNER BEING DESCRIBED IN CERTIFIED CORNER RECORD #087321 AS A 4" X 4" CONCRETE MONUMENT WITH BRASS DISC STAMPED "PRM BAI LB6940"; THENCE RUN NORTH 86°01'51" EAST FOR A DISTANCE OF 875.52 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID NORTH LINE OF SECTION 24 SOUTH 15°24'02" EAST FOR A DISTANCE OF 753.77 FEET; THENCE SOUTH 36°00'12" EAST FOR A DISTANCE OF 294.37 FEET; THENCE SOUTH 56°35'38" EAST FOR A DISTANCE OF 867.64 FEET; THENCE SOUTH 72°05'46" EAST FOR A DISTANCE OF 1,827.57 FEET; THENCE NORTH 26°11'31" EAST FOR A DISTANCE OF 452.00 FEET; THENCE NORTH 76°49'19" WEST FOR A DISTANCE OF 305.55 FEET; THENCE NORTH 67°04'04" WEST FOR A DISTANCE OF 1,214.99 FEET; THENCE NORTH 63°54'48" WEST FOR A DISTANCE OF 377.59 FEET; THENCE NORTH 54°32'09" WEST FOR A DISTANCE OF 528.55 FEET; THENCE NORTH 41°04'36" WEST FOR A DISTANCE OF 479.66 FEET; THENCE NORTH 04°15'06" EAST FOR A DISTANCE OF 260.60 FEET TO THE NORTH LINE OF SAID SECTION 24; THENCE ALONG SAID NORTH LINE OF SECTION 24 SOUTH 86°01'51" WEST FOR A DISTANCE OF 555.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 1,774.907 SQUARE FEET OR 40.75 ACRES OF LAND.

Attachment A
Page 11 of 15 Pages
Sovereignty Submerged Lands Lease No. 360032595



**MATANZAS HARBOR
WEST MOORING FIELD
LEGAL DESCRIPTION**

A PARCEL OF LAND SUBMERGED IN MATANZAS HARBOR LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 2, AS RECORDED IN OFFICIAL RECORD BOOK 2609, PAGE 342 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

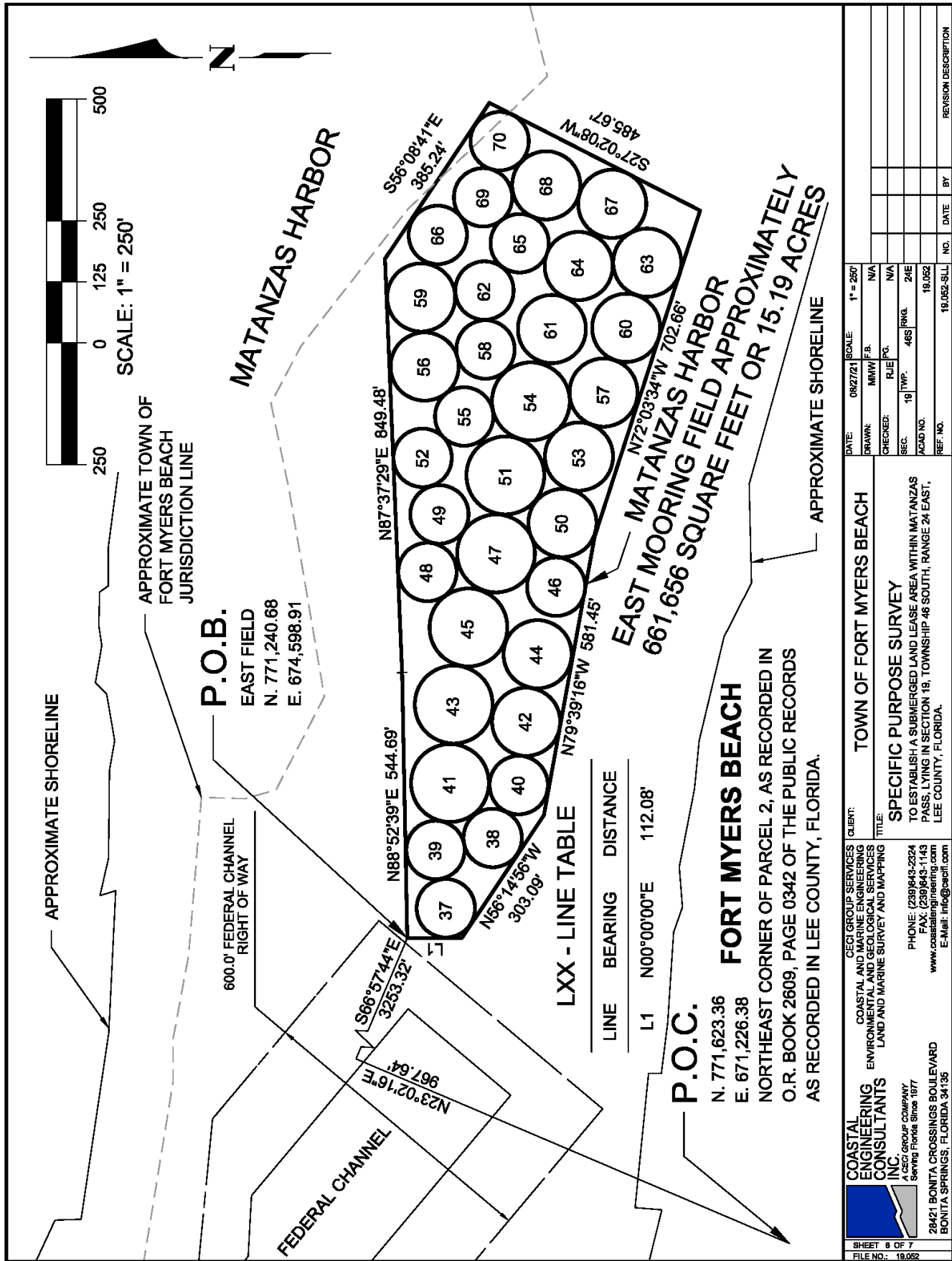
THENCE CONTINUE N23°02'16"E A DISTANCE OF 276.85 FEET, THENCE RUN S66°57'44"E A DISTANCE OF 535.39 FEET TO THE **POINT OF BEGINNING**;

THENCE N21°42'39"E A DISTANCE OF 303.19 FEET;
THENCE S59°00'41"E A DISTANCE OF 462.16 FEET;
THENCE S79°30'03"E A DISTANCE OF 358.38 FEET;
THENCE S71°26'15"E A DISTANCE OF 722.84 FEET;
THENCE N47°16'05"E A DISTANCE OF 197.03 FEET;
THENCE N90°00'00"E A DISTANCE OF 98.44 FEET;
THENCE S49°57'00"E A DISTANCE OF 208.11 FEET;
THENCE S13°05'04"E A DISTANCE OF 124.99 FEET;
THENCE S18°30'52"E A DISTANCE OF 119.85 FEET;
THENCE S64°15'36"W A DISTANCE OF 349.53 FEET;
THENCE N78°21'01"W A DISTANCE OF 682.96 FEET;
THENCE N66°28'50"W A DISTANCE OF 1014.21 FEET;
THENCE N46°21'15"W A DISTANCE OF 139.72 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBES AN AREA OF 738,901 SQUARE FEET OR 16.96 ACRES OF SUBMERGED LANDS MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

 COASTAL ENGINEERING CONSULTANTS INC. A CEGI GROUP COMPANY Serving Florida Since 1977 28421 BONITA CROSSINGS BOULEVARD BONITA SPRINGS, FLORIDA 34135	CLIENT: CEGI GROUP SERVICES COASTAL AND MARINE ENGINEERING ENVIRONMENTAL AND GEOLOGICAL SERVICES LAND AND MARINE SURVEY AND MAPPING		TOWN OF FORT MYERS BEACH		DATE: 08/27/21	SCALE: N/A	NO. 19,052-SLL	BY	REVISION DESCRIPTION	
	TITLE: SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN MATANZAS PASS, LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA.				DRAWN: MMW/F.B.	N/A				
					CHECKED: RJE/P.G.	N/A				
					SEC. 19	TWP. 46S	RNG. 24E			
					ACAD NO.	REF. NO.	19,052			



**MATANZAS HARBOR
EAST MOORING FIELD
LEGAL DESCRIPTION**

A PARCEL OF LAND SUBMERGED IN MATANZAS HARBOR LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 2, AS RECORDED IN OFFICIAL RECORD BOOK 2609, PAGE 342 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

THENCE CONTINUE N23°02'16"E A DISTANCE OF 967.64 FEET, THENCE RUN S86°57'44"E A DISTANCE OF 3,253.32 FEET TO THE **POINT OF BEGINNING**;
THENCE N88°52'39"E A DISTANCE OF 544.69 FEET;
THENCE N87°37'29"E A DISTANCE OF 849.48 FEET;
THENCE S56°08'41"E A DISTANCE OF 385.24 FEET;
THENCE S27°02'08"W A DISTANCE OF 485.67 FEET;
THENCE N72°03'34"W A DISTANCE OF 702.66 FEET;
THENCE N79°39'16"W A DISTANCE OF 581.45 FEET;
THENCE N56°14'56"W A DISTANCE OF 303.09 FEET;
THENCE N00°00'00"E A DISTANCE OF 112.08 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBES AN AREA OF 661,656 SQUARE FEET OR 15.19 ACRES OF SUBMERGED LANDS MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

 COASTAL ENGINEERING CONSULTANTS INC. A CEGI GROUP COMPANY Serving Florida Since 1977 28421 BONITA CROSSINGS BOULEVARD BONITA SPRINGS, FLORIDA 34135	CEGI GROUP SERVICES COASTAL AND MARINE ENGINEERING ENVIRONMENTAL AND GEOLOGICAL SERVICES LAND AND MARINE SURVEY AND MAPPING		CLIENT:	TOWN OF FORT MYERS BEACH		DATE:	08/27/21	SCALE:	N/A		
			TITLE:	SPECIFIC PURPOSE SURVEY		DRAWN:	MMW/F.B.		N/A		
						CHECKED:	RJE/P.G.		N/A		
						SEC.	19	TWP.	46S	RNG.	24E
						ACAD NO.				19,052	
					REF. NO.				19,052-SLL		
						NO.	DATE	BY	REVISION DESCRIPTION		
SHEET 7 OF 7 FILE NO.: 19,052											

This Instrument Prepared By:

Sue Jones

Action No. 45679

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL
AND MODIFICATION TO INCORPORATE UPDATED SURVEY AND
REFLECT CURRENT STRUCTURES

BOT FILE NO. 360339155

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Town of Fort Myers Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in
Section 19, Township 46 South, Range 24 East, in Matanzas Pass,
Lee County, Florida, containing 2,099 square feet, more or less,
as is more particularly described and shown on Attachment A, dated June 6, 2022.

TO HAVE THE USE OF the hereinabove described premises from June 14, 2022, the effective date of this modified lease renewal, through July 6, 2025, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an 18-slip public docking facility and dingy dock to be used exclusively for the mooring of recreational vessels and the temporary mooring of dinghies, marine patrol and rescue vessels in conjunction with an upland right of way and the Town of Fort Myers mooring field, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 36-0252456-001, dated July 6, 2007, and Permit Modification No. 36-0252456-002, dated January 14, 2008, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02/29]

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(32), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Town of Fort Myers Beach
2525 Estero Blvd
Fort Myers Beach , FL 33931

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Original Signature

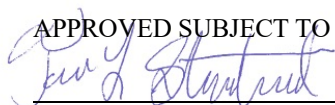
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



9/11/2022

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES: Town of Fort Myers Beach, Florida (SEAL)

_____	BY: _____
Original Signature	Original Signature of Executing Authority
_____	<u>Ray Murphy</u>
Typed/Printed Name of Witness	Typed/Printed Name of Executing Authority
_____	<u>Mayor</u>
Original Signature	Title of Executing Authority

Typed/Printed Name of Witness	“LESSEE”

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Ray Murphy as Mayor, for and on behalf of Town of Fort Myers Beach, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:	_____
	Signature of Notary Public
_____	Notary Public, State of _____
Commission/Serial No. _____	_____
	Printed, Typed or Stamped Name

SPECIFIC PURPOSE SURVEY SUBMERGED LANDS LEASE AREA MATANZAS HARBOR DINGHY DOCK

LYING IN SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA

PREPARED FOR:
TOWN OF FORT MYERS BEACH

INDEX

1. COVER SHEET
2. SKETCH OF DINGHY DOCK
3. LEGAL DESCRIPTION OF DINGHY DOCK

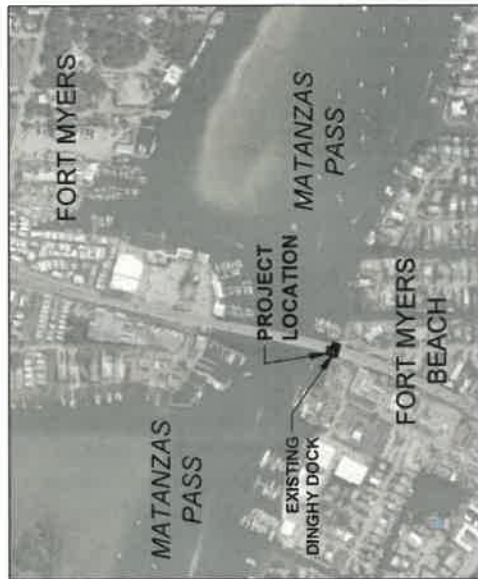
PUBLISHED TIDAL INFORMATION

TIDAL DATUMS AT MATANZAS PASS, ESTERO ISLAND
ARE BASED ON FLORIDA 872 5366

TIME PERIOD = JUNE 1973 - JUNE 1973
TIDAL EPOCH = 1983 - 2001
CONTROL TIDE STATION = NAPLES, GULF OF
MEXICO (872 5110)

ELEVATIONS OF TIDAL DATUMS ARE
REFERENCED IN NAVD 1988.

MEAN HIGHER HIGH WATER (MHHW) = +0.42 FT NAVD
MEAN HIGH WATER (MHW) = +0.16 FT NAVD
MEAN LOW WATER (MLW) = -1.64 FT NAVD
MEAN LOWER LOW WATER (MLLW) = -2.18 FT NAVD



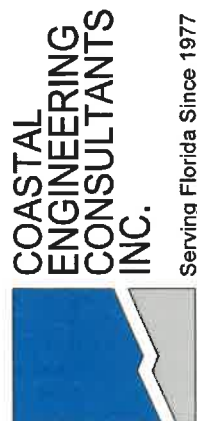
LOCATION MAP

N.T.S.

THIS FIELD SURVEY IS CERTIFIED TO THE BOARD
OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF FLORIDA

NOTE

MEAN HIGH WATER VALUE OF +0.16 N.A.V.D. WAS
APPROVED BY THE F.D.E.P. BUREAU OF SURVEY AND MAPPING.



Serving Florida Since 1977

COASTAL ENGINEERING CONSULTANTS, INC.
* COASTAL AND MARINE ENGINEERING * ENVIRONMENTAL AND GEOLOGICAL SERVICES *
* LAND AND MARINE SURVEY AND MAPPING *

28421 BONITA CROSSING BOULEVARD
BONITA SPRINGS, FLORIDA 34135
JUNE 03, 2022
(239) 643-2324

GENERAL NOTES

1. ■ = FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISC STAMPED "PRM BAI LB6940".
2. BEARINGS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, FLORIDA WEST ZONE.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO N.A.V.D. 1988 (NORTH AMERICAN VERTICAL DATUM 1988)
4. COORDINATES SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, FLORIDA WEST ZONE.

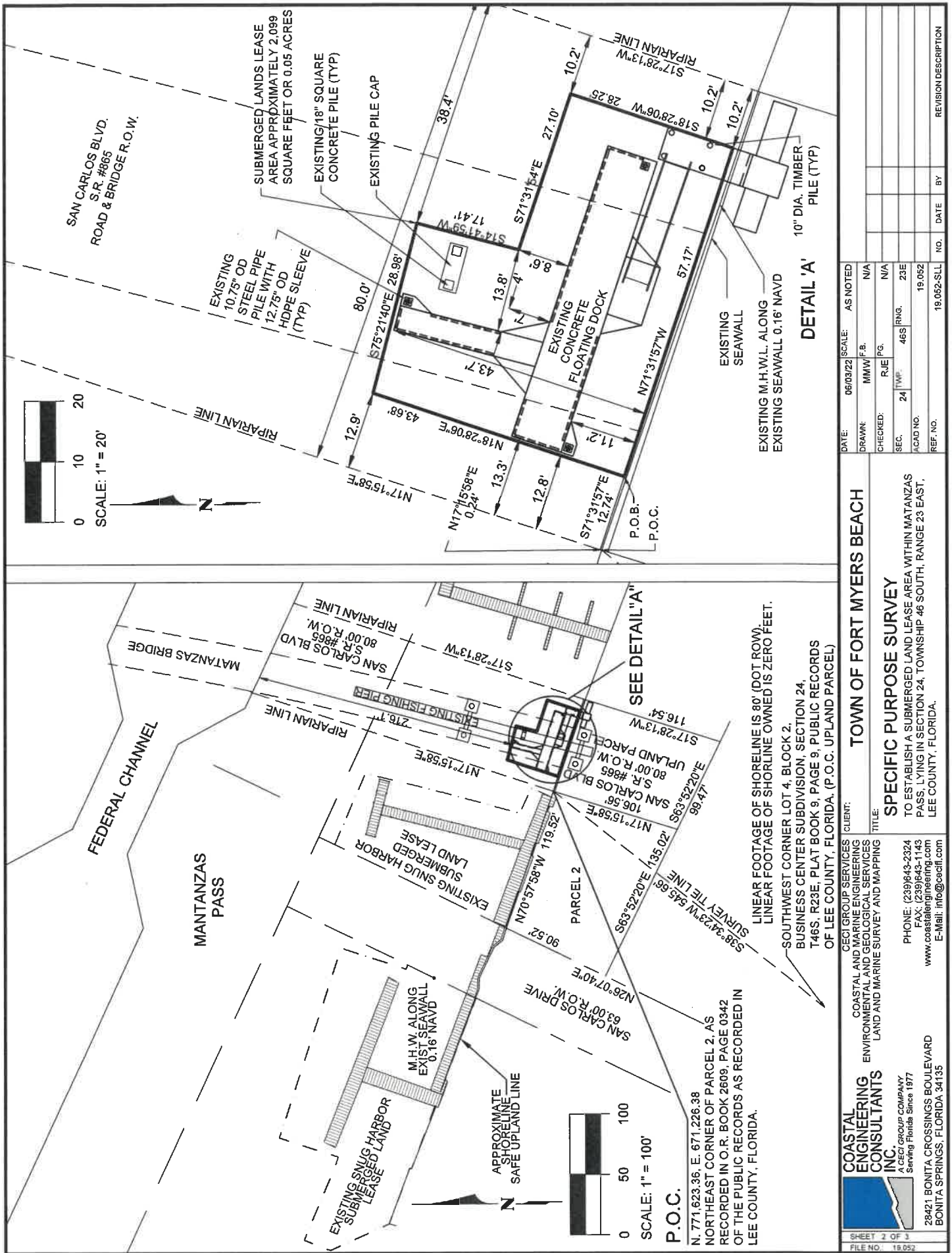
COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

Digitally signed by Richard J. Ewing, PSM
DN: cn=Richard J. Ewing, PSM, o=Coastal Engineering Consultants, Inc., ou=Survey and Mapping, email=rewing@cecfl.com, c=US
Date: 2022.06.06 13:29:09 -04'00'



RICHARD J. EWING, VP
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
DATE OF SIGNATURE:

PROJECT NO. 19.052
FILE NO. 19.052-Dinghy Dock
SHEET 1 OF 3
ACAD DWG. NO. 19.052.DWG



COASTAL ENGINEERING CONSULTANTS, INC. A CECI GROUP COMPANY Saving Florida Since 1977 28421 BONITA CROSSINGS BOULEVARD BONITA SPRINGS, FLORIDA 34135		TOWN OF FORT MYERS BEACH CLIENT: GECI GROUP SERVICES COASTAL AND MARINE ENGINEERING ENVIRONMENTAL AND GEOLOGICAL SERVICES LAND AND MARINE SURVEY AND MAPPING		SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN MATANZAS PASS, LYING IN SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.	
SHEET 2 OF 3	FILE NO. 18.052	DATE: 06/03/22	SCALE: AS NOTED	DATE: 06/03/22	SCALE: AS NOTED
DRAWN: MMW/F.B.	N/A	CHECKED: RJE/Pg.	N/A	DRAWN: MMW/F.B.	N/A
SEC. 24	TWP. 46S	RNG. 23E	ACAD NO. 19.052	SEC. 24	TWP. 46S
REF. NO.	NO.	DATE	BY	REF. NO.	NO.
	19.052-SLL				19.052-SLL
REVISION DESCRIPTION					

MATANZAS HARBOR DINGHY DOCK LEGAL DESCRIPTION

A PARCEL OF LAND SUBMERGED IN MATANZAS HARBOR LYING IN SECTION 24,
TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE
FOLLOWING DESCRIBED AREA:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 2, SAID POINT ALSO BEING THE
NORTHWEST CORNER OF LANDS DESCRIBED IN THE UPLAND DESCRIPTION, AS
RECORDED IN OFFICIAL RECORD BOOK 2609, PAGE 342 OF THE PUBLIC RECORDS OF LEE
COUNTY, FLORIDA:

THENCE RUN N17°15'58"E A DISTANCE OF 0.24 FEET TO THE FACE OF AN EXISTING
CONCRETE SEAWALL;
THENCE CONTINUE ALONG THE FACE OF SAID SEAWALL AND THE MEAN HIGH WATER
LINE OF THE TIDAL WATERS OF MANTANZAS PASS, S71°31'57"E A DISTANCE OF 12.74
FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED LANDS;
THENCE LEAVING SAID SEAWALL N18°28'06"E A DISTANCE OF 43.68 FEET;
THENCE S75°21'40"E A DISTANCE OF 28.98 FEET;
THENCE S14°41'59"W A DISTANCE OF 17.41 FEET;
THENCE S71°31'54"E A DISTANCE OF 27.10 FEET;
THENCE S18°28'06"W A DISTANCE OF 28.25 FEET TO SAID CONCRETE SEAWALL;
THENCE ALONG SAID SEAWALL FACE N71°31'57"W A DISTANCE OF 57.17 FEET TO THE
POINT OF BEGINNING.

THE ABOVE DESCRIBES APPROXIMATELY 2,099 SQUARE FEET OR 0.05 ACRES OF
SUBMERGED LAND.

CECI GROUP SERVICES COASTAL AND MARINE ENGINEERING ENVIRONMENTAL AND GEOLOGICAL SERVICES LAND AND MARINE SURVEY AND MAPPING		CLIENT: TOWN OF FORT MYERS BEACH		DATE: 06/03/22		SCALE: N/A	
		TITLE: SPECIFIC PURPOSE SURVEY		DRAWN: MMW/F.B.		N/A	
COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 28421 BONITA CROSSINGS BOULEVARD BONITA SPRINGS, FLORIDA 34135		PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@ceci.com		CHECKED: RJE		PG. N/A	
				REC. 24		RING. 46S	
SHEET 3 OF 1 FILE NO. 19.052		TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN MATANZAS PASS, LYING IN SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.		ACAD NO. 19.052		23E	
				REF. NO. 19.052-SLL		REVISION DESCRIPTION	
				NO.		DATE	
				BY		REVISION DESCRIPTION	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LEASE AGREEMENT

FOR
PUBLIC PURPOSE

FORM 373-069-03
RIGHT OF WAY - 08/04
Page 1 of 1

State Project No. 12530-2614
F.M. No. 1995431
F.A.P. No. N/A
State Road No. 865
Parcel No. Malanzas Pass Bridge (106 to 111 & 113 to 116 & 125)
County LEE

THIS AGREEMENT, made this 15th day of August, 2000 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and the TOWN OF FORT MYERS BEACH, in the STATE of FLORIDA (hereinafter called the Lessee),

WITNESSETH:

In consideration of One Dollar (\$1.00) and other good and valuable considerations, the Parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the lands described in Exhibit "A", for a term of Twenty Five (25) years beginning August 15, 2000 and ending August 14, 2025. This Agreement may be renewed at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor sixty (60) days advance written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the land after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased land shall be used solely for the purpose of VEHICLE PARKING & LANDSCAPE BEAUTIFICATION. If the land is used for any other purpose, the Lessor shall have the option of immediately terminating this Agreement. Lessee shall not permit any use of the land in any manner that would obstruct or interfere with any transportation facilities.

The Lessee will further use and occupy said premises in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the premises. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. The Lessee will not use or occupy said premises for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of \$0.00, for each YEAR of the term. The Lessor reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

4. Improvements. No signs other than No Trespassing signs or improvements of any kind shall be placed upon the land without prior approval in writing by the District Secretary for District 1 of Lessor. Any such signs or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlords lien, any signs or improvements constructed by Lessee shall be removed by the Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Agreement and the land restored as nearly as practical to its condition at the time this agreement is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the property or premises hereby leased for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property or premises as now being in fit and tenable condition for all purposes of Lessee.

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Attachment B
Page 11 of 16 Pages
SSLL NO. 360339155

PUNTA GORDA BRANCH
DEB SOUTH DISTRICT

Lessor reserves the right to inspect the leased area and to require whatever adjustment to signs or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. **Maintenance.** Lessee shall keep and maintain the land and any signs, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this lease, and shall keep the same free and clear of any and all grass, weeds, brush and debris of any kind, so as to prevent the same becoming dangerous, inflammable or objectionable. Lessor shall have no duty to inspect or maintain any of the signs or improvements during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the property for purposes of inspection, including conducting an environmental assessment. Such assessment may include but would not be limited to: surveying; sampling of soil and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other action which might be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the property. In the event of emergency due to a release or suspected release of hazardous waste on the premises, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice.

6. **Indemnification.** Lessee shall indemnify, defend, save and hold Lessor, its agents and employees, harmless of and from any losses, fines, penalties, costs, damage, claims, demands, suits and liabilities of any nature, including attorneys fees (including regulatory and appellate fees), arising out of, because of, or due to any accident, happening or occurrence on the leased land or arising in any manner on account of the exercise or attempted exercise of Lessee's rights hereunder, whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

7. **Eminent Domain.** Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of Landlord and Tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including but not limited to (i) any residual interest in the Lease, or (ii) any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including but not limited to special damages, severance damages, removal costs or loss of business profits resulting from its loss of occupancy of the leased property specified in this Agreement, or adjacent properties owned or leased by it, when any or all such properties are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether (i) this Lease is still in existence on the date of taking or sale; or, (ii) has been terminated prior thereto.

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NOV 22 2005

8. **Miscellaneous.**

a. This Agreement may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party upon SIXTY (60) days prior written notice to the other party.

PUNTA GORDA, FLORIDA
D.E.P. SOUTH DISTRICT

b. In the case of litigation arising out of the enforcement of any terms, covenants or provisions of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee.

unless in writing and signed by both such parties.

d. Lessee shall not sublet the leased property or any part thereof, nor assign this Lease, without the prior consent in writing of Lessor, this Lease being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone and telegraph services, or any other utility or service used on the land.

f. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the following address: Florida Department of Transportation, Property Management, P. O. Box 1249, Bartow, Florida 33831-1249.

h. All notices to Lessee shall be sent to the following address: Town of Fort Myers Beach, Florida, P.O. Box 3077, Fort Myers Beach, Florida 33932..

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PUNTA GORDA BRANCH
D.E.P. SOUTH DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

APPROVED AS TO FORM,
AND LEGALITY:

Christopher K. V. [Signature]
Attorney for Florida Department of Transportation

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]

District Secretary

Attest: [Signature]

Executive Secretary

(SEAL)

LESSOR

By: Daniel Hughes

Title: Mayor

Attest: [Signature]

Title: Town Manager

(SEAL)

LESSEE

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NOV 22 2005

PUNTA GORDA BRANCH
D.E.P. SOUTH DISTRICT

RECYCLED PAPER 

EXHIBIT "A"

T. S. N/A, M. S. 2

SECTION 12530-2614

DESCRIPTION OF PROPERTY TO BE LEASED

PARCEL 106-111 incl., 113-116 incl & 125

Those portions of Blocks 1, 2 & 3 of Business Center Subdivision, as per plat thereof recorded in Plat Book 9, Page 9, Public Records of Lee County, Florida, and Government Lot 1, all in Section 24, Township 46 South, Range 23 East, Lee County, Florida.

Being described as follows:

Commence at a 1" iron pin marking the Southwest corner of Lot 4 in said Block 2; thence South 64°00'09" East along the South line of said Block 2 a distance of 160.05 feet to the Westerly existing R/W line of SR 865 (Proj. 12530-2614) and the point of beginning; thence South 25°59'51" West along said R/W line a distance of 175.19 feet; thence South 64°00'09" East a distance of 80.00 feet to the Easterly existing R/W line of said SR 865; thence North 25°59'51" East along said Easterly R/W line a distance of 452.79 feet; thence North 64°00'09" West a distance of 8.77 feet to the point of curvature of a non-tangent curve concave to the Westerly; thence along the arc of said curve having a radius of 2,904.79 feet, a central angle of 5°16'23", an arc length of 267.33 feet, the chord for which bears North 18°54'28" East, a chord distance of 267.23 feet to the end of said curve; thence North 72°31'59" West, 28.27 feet; thence North 71°11'49" West, 51.79 feet to the said Westerly R/W line of SR 865 and the point of curvature of a non-tangent curve concave to the Westerly; thence along the arc of said curve having a radius of 2,824.79 feet, a central angle of 5°12'18", an arc length of 256.61, the chord for which bears South 18°48'56" West, a chord distance of 256.62 feet to the end of said curve; thence South 64°00'09" East, a distance of 9.02 feet; thence South 25°59'51" West along said Westerly R/W line a distance of 277.60 feet to the point of beginning.

"The area herein described is subject to any existing rights of way in use by the public, and limited to those portions lying underneath the existing bridge structure."

Prepared by: M. A. Kysar

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PUNTA GORDA BRANCH
D.E.P. SOUTH DISTRICT

FM NO.:	1995431
SEC/JOB NO.:	12530-2614
F.A.P. NO.:	N/A
STATE ROAD NO.:	865
COUNTY:	Lee
PARCEL NO.:	106 to 111 & 113 to 116 & 125

ADDENDUM

This is an Addendum to that certain Lease Agreement between the Town of Fort Myers Beach and the State of Florida Department of Transportation dated the 15th day of August, 2000. In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof:

1) The first sentence of Paragraph 2 of the subject lease agreement, entitled "Use" which states: "The leased land shall be used solely for the purpose of VEHICLE PARKING & LANDSCAPE BEAUTIFICATION." shall be deleted in its entirety and replaced with the following:

"The leased land shall be used solely for the purpose of VEHICLE PARKING & LANDSCAPE BEAUTIFICATION, AND SUBJECT TO APPROVAL BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND TO CONSTRUCT A DOCK WITHIN THE WATERS ADJACENT TO THE LEASED LAND, LESSEE MAY USE THE LEASED LAND FOR ACCESS TO THE WATER TO CONSTRUCT THE DOCK, ACCESS TO THE WATER TO REPAIR AND MAINTAIN THE DOCK, AND ACCESS TO THE WATER TO UTILIZE THE DOCK."

2) Except as mentioned above, all other provisions of the subject lease agreement shall remain in full force and effect.

TOWN OF FORT MYERS BEACH
Lessee (Company Name, if applicable)

By:

Dennis C. Boback

DENNIS C. BOBACK
Print Name

Title:

Mayor - TOWN OF FT. MYERS BEACH

Attest:

Michelle D. Mayher (SEAL)

MICHELLE D. MAYHER
DENNIS C. BOBACK
Print Name

TOWN CLERK

Title:

Mayor - TOWN OF FT. MYERS BEACH

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
By: Stanley M. Cann, P.E.
District Secretary

Stanley M. Cann, P.E.
Print Name

Attest:

Maureen J. Bridgford

Name/Title:

Administrative Assistant

LEGAL REVIEW:

Bruce P. Dury
District Counsel

BRUCE P. DURY
Print Name

1. **Requested Motion:**

Meeting Date: January 9, 2023

Authorize the Town Manager to execute Amendment 4 to SRF Loan Agreement DW360800 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$307,841.90 until November 15, 2024 while the Town focuses on hurricane restoration efforts.

Why the action is necessary:

What the action accomplishes:

Suspends SRF loan payments for loan agreement DW360800 for 2 years (24 months).

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Repayment will begin on November 15 2024 and will continue semiannually on May 15 and November 15 until repayment is complete. The loan term is 30 years.

Attachments:

1. Fort Myers Beach - SW360830 A5

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Approve.

8. **Recommended Approval:**

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 12/27/2022
Approved - 12/27/2022
Approved - 1/3/2023
Approved - 1/4/2023
Final Approval - 1/5/2023

**STATE REVOLVING FUND
AMENDMENT 5 TO LOAN AGREEMENT SW360830
TOWN OF FORT MEYERS BEACH, FLORIDA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF FORT MEYERS BEACH, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as a “Party”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number SW360830, as amended; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022, and the Department adopted Emergency Order OGC No. 22-2686 to address such emergency conditions; and

The Department has the authority to provide Loan repayment activity rescheduling to allow the Local Government time to recover from hurricane damage; and

The Local Government has requested and the Department has agreed to loan revisions to allow the Local Government to address immediate health and safety needs attributed to Hurricane Ian.

The Parties hereto agree as follows:

1. The Loan Debt Service Account requirement set forth in Section 3.01 of the Agreement is suspended for a period of 18 months and shall resume six months prior to the next Semiannual Loan Payment, scheduled below.

2. Section 10.04 of the Agreement is deleted and replaced as follows:

The Loan term shall be 30 years, which includes the period of suspension of repayment activities.

3. Repayment activities, including interest, will be suspended for a period of two years. Semiannual Loan Payments in the amount of \$109,091.77 shall resume and be received by the Department beginning on October 15, 2024, and semiannually thereafter on April 15 and October 15 of each year until all amounts due under the Agreement have been fully paid.

4. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 5 to Loan Agreement SW360830 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
TOWN OF FORT MEYERS BEACH, FLORIDA

Mayor

Attest:

Approved as to form and legal sufficiency:

Town Clerk
SEAL

Town Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

1. **Requested Motion:**

Meeting Date: January 9, 2023

Authorize the Town Manager to execute Amendment 5 to SRF Loan Agreement SW360830 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$109,091.77 until October 15, 2024 while the Town focuses on Hurricane restoration efforts.

Why the action is necessary:

What the action accomplishes:

Suspends SRF loan payments for loan agreement SW360830 for 2 years (24 months).

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Repayment will begin on October 15th, 2024 and will continue semiannually on April 15 and October 15 until repayment is complete. The loan term is 30 years.

Attachments:

1. DW360800 A4 - Town of Fort Myers Beach

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 12/27/2022
Approved - 12/27/2022
Approved - 1/3/2023
Approved - 1/4/2023
Final Approval - 1/5/2023

**STATE REVOLVING FUND
AMENDMENT 4 TO LOAN AGREEMENT DW360800
TOWN OF FORT MYERS BEACH, FLORIDA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF FORT MYERS BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as a “Party”.

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW360800, as amended; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022, and the Department adopted Emergency Order OGC No. 22-2686 to address such emergency conditions; and

The Department has the authority to provide Loan repayment activity rescheduling to allow the Project Sponsor time to recover from hurricane damage; and

The Project Sponsor has requested and the Department has agreed to loan revisions to allow the Project Sponsor to address immediate health and safety needs attributed to Hurricane Ian.

The Parties hereto agree as follows:

1. The Loan Debt Service Account requirement set forth in Section 3.01 of the Agreement is suspended for a period of 18 months and shall resume six months prior to the next Semiannual Loan Payment, scheduled below.

2. Section 10.04 of the Agreement is deleted and replaced as follows:

The Loan term shall be 30 years, which includes the period of suspension of repayment activities.

3. Repayment activities, including interest, will be suspended for a period of two years. Semiannual Loan Payments in the amount of \$307,841.90. Such payments shall resume and be received by the Department beginning on November 15, 2024, and semiannually thereafter on May 15 and November 15 of each year until all amounts due under the Agreement have been fully paid.

4. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 4 to Loan Agreement DW360800 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
TOWN OF FORT MYERS BEACH, FLORIDA

Mayor

Attest:

Approved as to form and legal sufficiency:

Town Clerk
SEAL

Town Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

1. **Requested Motion:**

Meeting Date: January 9, 2023

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 30 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH ENTITLED "SIGNS" TO PROVIDE FOR CONTENT NEUTRAL SIGN REGULATIONS AND TO ALLOW CERTAIN PORTABLE SIGNS, PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on January 23, 2023 at 9:00 AM

Why the action is necessary:

The sign ordinance has been challenged and needs to be updated to meet legal requirements. Town Council must hold two hearings to adopt a new ordinance.

What the action accomplishes:

The updated ordinance removes language which can be legally challenged.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

This will be an ordinance to amend the LDC.

4. **Submitter of Information:**

5. **Background:**

Staff was directed to update the Town's Sign Ordinance to ensure that it meets all current legal requirements. In the past several years, signs have been the topic of several court decisions and it appears more court decisions may be on the horizon. The most notable issue is that of ensuring content neutral code language, meaning that the information on the sign must not be tied to the approval of the sign. In addition to resolving some potential legal issues with the code, this new ordinance is reorganized to make it more user-friendly, it clarifies some unclear language, and it also corrects code references which are outdated.

Attachments:

1. Sign Ordinance
2. Staff Memo
3. Exhibit B-Existing Sign Ord

Financial Impact:

unknown

6. **Alternative Action**

Recommend changes to the proposed sign ordinance language.

7. **Management Recommendations:**

Set a second hearing for the adoption of the Sign Ordinance.

8. **Recommended Approval:**

Sarah Propst, Planning & Zoning
Jason Green, Community Development Services
John R Herin Jr, Town Attorney

Created/Initiated - 12/29/2022
Approved - 1/3/2023
Approved - 1/3/2023

Amy Baker, Town Clerk
Keith Wilkins ,

Approved - 1/4/2023
Final Approval - 1/5/2023

ORDINANCE NO. 23-01

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 30 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH ENTITLED “SIGNS” TO PROVIDE FOR CONTENT NEUTRAL SIGN REGULATIONS AND TO ALLOW CERTAIN PORTABLE SIGNS, PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town of Fort Myers Beach, Florida ("Town") recognizes that an excess of signs causes a visual blight on the appearance of the town by detracting from views of structures and open space; and

WHEREAS, the Town also recognizes that visual blight adversely affects the aesthetic quality of life and traffic safety on Fort Myers Beach for residents, businesses, pedestrians, and persons in vehicles. In order to promote the appearance of the town, while protecting the rights of sign owners to expression and identification, the reasonable regulation of existing and proposed signs is necessary to protect both its economy and the quality of life of its residents; and

WHEREAS, the Town Council desires to update the Fort Myers Beach Sign Code in the Land Development Code to clarify, improve, and create consistency among sections; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on December 6, 2022, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 5-0, with two members absent, to recommend approval of the requested amendment to Chapter 30. Signs; and

WHEREAS, on January 9, 2023, the Town Council held a first reading of this proposed Ordinance; and

WHEREAS, on January 23, 2023, the Town Council held a second reading of this proposed Ordinance.

NOW THEREFORE IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH, FLORIDA:

Section 1. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. Chapter 30 of the Land Development Code of the Town of Fort Myers Beach entitled "Signs" is hereby amended to read as found in attached Exhibit A – New Sign Ordinance:

Section 3. The Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

Section 4. Whenever the requirements or provisions of this ordinance conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

Section 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the ordinance, or any part thereof, other than the part so declared.

Section 6. This ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the Town Council upon a motion by Councilmember ____ and seconded by ____ and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Bill Veach, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this ____ day of _____, 2022, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

Chapter 30 - Signs

Sec. 30.1. Purpose, intent and application.

The town council finds and declares the following intent for this chapter:

- (1) An excess of signs causes a visual blight on the appearance of the town by detracting from views of structures and open space. This visual blight adversely affects the aesthetic quality of life and traffic safety on Fort Myers Beach for residents, businesses, pedestrians, and persons in vehicles. In order to promote the appearance of the town, while protecting the rights of sign owners to expression and identification, the regulation of existing and proposed signs is necessary to protect the public health, safety and general welfare.
- (2) The purpose of this chapter is to encourage signs which are integrated with and harmonious to the building and sites which they occupy, to eliminate excessive and confusing sign displays, to preserve and improve the appearance of the town as a place in which to live and work and as an attraction to nonresidents who come to visit or trade, and to restrict signs which increase the probability of accidents by distracting attention or obstructing vision.
- (3) This chapter provides minimum standards to safeguard life, safety, property, and public welfare by regulating size, construction location, electrification, operation and maintenance of all signs and sign structures exposed to public view within the town. These standards are content-neutral and regulate based on the form, and not the content, of signs. The visual appearance and traffic safety of the town cannot be achieved by measures less restrictive than the procedures and standards of this chapter.
- (4) It is the intent of the town council that protection of First Amendment rights shall be afforded by these sign regulations. The regulations in this Section are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the Town's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. Accordingly, any sign, display or device permitted under these regulations may contain, in lieu of any other copy, any otherwise lawful noncommercial message that complies with all other requirements of this code. The noncommercial message may occupy the entire sign area or any portion thereof and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this code.

These regulations shall apply to the erection and maintenance of signs visible, from the exterior of a building, while preserving the right of free speech and expression. The regulations within this chapter shall apply to all construction, relocation, enlargement, alteration and modification of signs within the Town of Fort Myers Beach. Generally, signs are approved by issuance of a sign permit. However, there are some signs that do not require a permit, these signs are listed in Section 30-4. Exempt Signs.

Noncommercial signs are allowed in all districts and may be substituted for any sign expressly allowed under this ordinance, and any sign permitted by this ordinance may display a noncommercial message. Noncommercial signs are subject to the same permit requirements, restrictions on size and type and other conditions and specifications as apply to the sign for which they are being substituted.

Nothing contained in this section shall be construed to permit the display of signs when otherwise prohibited or restricted by private restrictions or covenants not enforced by the Town.

Sec. 30.1. – Generally.

- (1) The following regulations apply generally to all signs and are in addition to the regulations contained elsewhere in this chapter:
 - (a) *Required application and inspection of signs.* No sign, other than signs not requiring a permit, found in Section 30-4. Exempt Signs, shall be erected, constructed, structurally altered or relocated until a permit has been issued by the Town.
 1. Sign work not requiring a permit or inspection includes:
 - a. Change of copy. Changing the face or copy on existing signs.
 - b. Maintenance. Painting, cleaning, or other normal maintenance and repair for a sign not involving structural or electrical changes.
 - c. Window displays. Changes in the content of window displays or window signage, provided all such displays are within the building and any signage does not exceed 25 percent of the window.
 - d. This chapter shall not apply to any sign erected by the federal, state, county, or Town of Fort Myers Beach government or to the placement of temporary signs not exceeding eight square feet in area within a right-of-way for purposes of business identification or access location, when necessitated by road construction and when authorized by the county or town.
 - (b) *Electrical permit.* All signs which require electricity or are electrically illuminated shall require a separate electrical permit and an inspection.
 - (c) *Construction standards.* In addition to complying with the requirements of this chapter, all signs must meet the structural and other standards regarding sign construction, erection, electrical wiring, etc., set forth in the Florida Building Code. Plans for any or monument sign exceeding 32 square feet in area or eight feet in height shall be accompanied by foundation drawings signed and sealed by a licensed engineer.
 - (d) *Visibility triangle and location standards.* All signs must meet the visibility requirements found in Section. 34-3131 of this land development code. Signs may not be placed within the Town's right of way, any sign which encroaches the right of way must provide liability insurance per Section 30-13 Liability Insurance.

Sec. 30-3. Definitions.

- (1) In case of any difference of meaning or implication between the text of this chapter and any other law or regulation, this chapter shall control.
- (2) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alteration. Any change in copy, color, size or shape, which changes appearance of a sign, or a change in position, location, construction, or supporting structure of a sign, except that a copy change on a sign specifically designed for the use of replaceable copy, e.g., a reader board with changeable letters, is not an alteration.

Animated sign. Any sign, including electronic, laser, video or digital displays, that uses movement or change of lighting to depict action or create a special effect or scene. Electronic message boards, electronic changing message centers, and any signs with flashing lights are considered to be animated signs.

Awning sign. Any sign consisting of letters which are painted or installed on a lawful awning, but not including a back-lit awning.

Back-lit awning. An awning with a translucent covering material and a source of illumination contained within its framework.

Balloon sign. One or more balloons, with or without messages or illustrations, that are used as a temporary or permanent sign or as a means of directing attention to a business or organization or to a commodity, service or entertainment.

Banner. A temporary sign of flexible plastic, cloth, or other fabric, either enclosed or not enclosed in a rigid frame that is secured or mounted to allow movement caused by the atmosphere, including "streamer" and "pennants" but not including flags.

Bench sign. A sign that is painted on or attached to any part of a bench, seat, or chair placed on or adjacent to a public street, public plaza or beach access.

Building identification or address. The building number assigned by Lee County as the official premises address, painted or affixed to a building, mailbox or similar structure.

Building official. Means the authorized agent or employee of the city whose duty it is to enforce and interpret the construction codes of the city.

Canopy. A permanent roof-like shelter open on four sides, to protect an area from the elements, such as over gasoline pumps.

Canopy sign. Any permanent sign attached to or constructed in, on, or below a canopy.

Civic District. For the purposes of this chapter, civic districts shall mean a property in Community Facilities or Institutional zoning districts.

Commercial District. For the purposes of this chapter, commercial districts shall mean a property in Downtown, Santini, Commercial Office, Commercial Marina, Commercial Resort, Santos or Commercial Boulevard zoning districts.

Development identification sign. A permanent sign, which is either a freestanding sign or a sign located on a subdivision entry feature or perimeter wall, at a main entrance to a subdivision or development, identifying the name of the development or subdivision.

Directional sign. Any sign which serves solely to designate the location of or direction to any place, activity, facility, or area.

Double-faced sign. A single plane with items of information identical on both sides and mounted as a single structure.

Emitting sign. A sign designed to emit visible smoke, vapor, particles, or odor, or a sign which produces noise or sounds capable of being heard, even though the sounds produced may not be understandable.

Flag. Any fabric or bunting used as a symbol (as of a nation, government, political subdivision or other entity) or as a signaling device.

Frontage. The distance measured along a public street right-of-way or a private street easement between the points of intersection of the side lot lines with the right-of-way of the easement line.

Government sign. Any sign erected by or on the order of a public official or court in the performance of a public duty or to give notice of permit or pending action or to maintain order and safety.

Illuminated sign. Any electrically operated sign or sign for which an artificial light source is used to make the sign's message visible, including internally and externally illuminated signs and reflectorized, glowing, or radiating signs.

Incidental sign. A sign, generally informational, that has a purpose that is secondary to the use of the site on which it is located, such as "No Parking," "Entrance," "Exit," "Telephone," "Open," "Beware of Dog," "No Trespassing" "Welcome," and other similar directives.

Inflatable object. An object of any shape that is expanded or capable of expansion by means of air or gas, such as a balloon, windsock, or air tube, and which is used as a means of attracting attention to a site, product or event.

Licensed contractor. A person holding a valid contractor's license issued by the Lee County Construction Board.

Maintain. To preserve from decline, keep in an existing state or retain in possession or control.

Display box. A plaque or display case, located on an exterior building wall, near its entrance for the convenience of potential patrons who arrive on foot.

Monument sign. A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles

Parasite sign. Any sign not exempted by this chapter, for which no permit has been issued, and which is hung from, attached to or added onto an existing sign.

Permit board. A sign erected on a construction site for the sole purpose of providing a conspicuous display of and shelter for the permits required for construction activities being performed on such construction site.

Pole sign. A freestanding sign supported by an exposed structure of poles or other supports where the height of the exposed sign supports extends more than 18 inches from the ground to the bottom of the sign. A freestanding sign that meets this chapter's requirement for a monument sign is not considered to be a pole sign.

Portable sign. Any non-illuminated sign that is carried or worn.

Projecting sign. A sign which is attached to a building and projects more than 18 inches above, below, or outward from, and is supported by, a wall, parapet, or ceiling of a building.

Public body. Any government or governmental agency of the United States, the state, the county, or the Town of Fort Myers Beach.

Residential Districts. For the purposes of this section, residential districts shall mean a property in Residential Single-Family, Residential Conservation, Residential Multifamily, Bay Beach or Village zoning districts.

Residential sign. Any non-illuminated sign not otherwise defined or regulated in this chapter, that is located in a residential district.

Roof sign. Any sign erected upon a roof or roof-mounted equipment. Signs placed flat against the steep slope of a mansard roof will not be considered roof signs.

Sandwich-board sign. An easily moveable sign not attached to the ground that is supported by its own frame which generally forms the cross-sectional shape of an A.

Sign. Any name, figure, character, outline, display, announcement, ~~or~~ device, or structure supporting the same, or any other device of similar nature designed to attract attention or convey a message outdoors, and shall include all parts, portions, units, and materials composing the same, together with the frame, background, and supports or anchoring thereof.

Sign face. An exterior display surface of a sign including nonstructural trim exclusive of the supporting structure.

Snipe sign. A sign of any material, including paper, cardboard, wood, and metal, when tacked, nailed, or attached in any way to trees, telephone poles, or other objects located or situated on a public road right-of-way, or any sign which is installed on property without the permission of the property owner.

Temporary sign. A sign or banner displayed for a fixed, terminable length of time. Temporary signs are intended to be removed after the temporary purpose has been served.

Wall sign. Any sign attached to or painted on the wall of a building or structure and extending no more than 18 inches outward from the wall in a plane approximately parallel to the plane of said wall.

Window sign. Any sign viewable through, affixed to or painted on a window or exterior glass door such that it is viewable from the exterior, including signs located inside a building but visible primarily from the outside of the building.

Sec. 30-4. Exempt Signs

- (1) Signs not requiring a permit. The following signs do not require a sign permit but may require a building permit or electrical permit (if subject to building or electrical codes). Signs listed in this section do not require a sign permit but shall still comply with the standards found in section Sec. 30-7. Construction and Maintenance Standards. All signs not requiring a sign permit shall comply with the associated size, timing and location standards listed in this section (30-4. – Exempt Signs) or shall require a permit, see 30-4(2).
 - (a) *Building identification or address*, as required for public safety, shall be located at all primary building entrances and on the mailbox. Numbers and letters shall be of a size visible from the street, between three and eight inches in height unless required to be larger for visibility by emergency services (buildings more than 50 feet from the road must be between eight and 18 inches in height). Building identification or addresses may be located on awnings.
 - (b) *Directional or instructional signs or symbols*, such as entrance, exit, caution, slow, direction arrows, etc. located on and pertaining to a parcel or development and not to exceed four square feet in area or containing any advertising.
 - (c) *Flags*, that are affixed to a flagpole or building mounted flagpole. Flagpoles may require building permits.
 - (d) *Government or public information signs*, any sign erected by or on the order of a public official or court in the performance of a public duty or to give notice of permit or pending action.
 - (e) *Incidental Signs or Signs of minimal area*,
 1. Signs, on a building or structure, which do not exceed two square foot in area and are not illuminated. Limited to two per parcel or lot.
 2. Signs on machines, equipment, fences, gates, walls, gasoline pumps, public telephones or utility cabinets which do not exceed a total of one square foot in area. Limited to two per parcel or lot.
 - (f) *Display boards*, display not to exceed four square feet and of a font size that is legible to a pedestrian.
 - (g) *Parking space signs*, including those in compliance with the Americans with Disabilities Act and other parking signs including, but not limited to, handicapped

parking, reserved parking, compact car spaces, expectant mother parking and parking for pickup orders. Not to exceed three square feet per parking space or meeting ADA requirements. The parking space sign must be posted at the parking space identified for that purpose.

- (h) *Permit board.* A freestanding device erected on a construction site for the sole purpose of providing a conspicuous display of and shelter for the permits required for construction activities being performed on such construction site. A permit board may display a contractor name or logo so long as such display does not exceed one square foot.
- (i) *Portable signs.* Any portable sign, not to exceed six square feet.
- (j) *Posted property signs.* Posted property signs, not to exceed 1½ square feet in area per sign and not exceeding two in number per lot. Such signs shall not be illuminated, and they shall not project over any public right-of-way.
- (k) Sandwich boards,
 - 1. As permitted by subsections 27-51(e)(4) and (5) for PWVL and PAL businesses.
 - 2. Located within commercial zoning districts only. One sandwich board sign, not exceeding 36 inches in height and 24 inches in width, may be located in front of each tenant space. Sandwich boards may not be placed within the right of way and must maintain at least 36 inches of walking space within pedestrian paths.
- (l) *Residential signs,* residentially zoned properties are allowed one non-illuminated ground or wall sign, not to exceed four (4) square feet in area. Freestanding signs may be no more than three (3) feet above grade. Signs may be no closer than 10 feet to a street property line and no closer than 7.5 feet to a side property line. The sign must not violate the visibility requirements of § 34-3131. Signs used for the purpose of supporting an event shall be removed within seven (7) days after the event has concluded.
- (m) *Tow away zone signs,* erected pursuant to and in compliance with F.S. § 715.07.
- (n) *Waterway signs,* directional signs along inland waterways.
- (o) *Window signs or information displayed on a window,* may not exceed 30 percent of the area of a window.
- (2) The owner or tenant of any property containing a sign which appears to be out of compliance with these above regulations may be required to submit an application for the sign in question. If the sign is in compliance with the above regulations for signs not requiring a permit, Section 30-4. Exempt Signs, the sign will be allowed to remain and no permit fee charged. If the sign is found to be out of compliance with Section 3-4. Exempt Signs, it will be reviewed per the appropriate regulations.

Sec. 30-5. Permitted Signs.

- (1) Commercial Districts. For the purposes of this section, commercial districts shall mean a property in Downtown, Santini, Commercial Office, Commercial Marina,

Commercial Resort, Santos, or Commercial Boulevard zoning districts. The following signs shall be permitted:

(a) *Permanent signs* shall comply with the following regulations and limitations:

1. Size.

- a. For a parcel of land containing one or two business establishments, each separate business establishment shall be allowed a maximum of 32 square feet of sign area.
- b. For a parcel of land containing three or more business establishments, each establishment shall be allowed a maximum of 16 square feet of sign area. An additional 32 square feet of sign area may be utilized to identify the commercial development.
- c. The maximum sign area provided herein may be allocated among a combination of allowable sign types.

2. Location and Design.

- b. Internal lighting. Buildings that are required to meet the commercial design standards in § 34-991-1010, shall not install internally lit box signs (see Figure 30-1). When internally lit signs are permitted for buildings that are not required to meet the commercial design standards, the sign face must be designed so that illumination occurs only on individual letters or symbols. An opaque background panel must be used so that the internal light only passes through the letters or symbols. This requirement also applies to all signs with changeable copy.
- a. Wall Signs
 - i. A wall sign shall not extend above the lowest edge of the building's eaves or above the highest horizontal members of the fence or wall to which it is attached.
 - ii. Wall signs may extend over public sidewalks provided they maintain a minimum clear height above sidewalks of eight feet and do not extend closer than two feet to an existing or planned curb and provide appropriate liability insurance in compliance with Sec. 30-13.
- d. Monument signs
 - i. The sign must be on private property and no portion extending beyond the property line.
 - ii. The sign may be no closer than three feet to any side property line.
 - iii. Height. The total height may not exceed five feet above finished grade, not measured from berms or raised landscaping beds.

- iv. Must be set back at least three feet from any public right-of-way or roadway easement; provided, however, that monument signs may be located in a lawfully developed landscaped median strip that is within a public or private right-of-way or easement where the holder(s) of the right-of-way or easement have consented to the location of the monument sign in such right-of-way or easement. Monument signs located in such median strips must be set back a minimum of two feet from the edge of the pavement and must not violate the visibility requirements of § 34-3131.
- e. Projecting Signs
 - i. A projecting sign shall not extend more than three feet above the lowest edge of the building's eaves.
 - ii. A projecting sign may extend over public sidewalks provided they maintain a minimum clear height above sidewalks of eight feet and do not extend closer than two feet to an existing or planned curb.
- (b) *Temporary signs*, a sign or banner, not exceeding 30 square feet, may be permitted on any property with an approved special event or as allowed by temporary sign permit.
 - 1. Temporary signs must meet the same setback requirements as a monument sign, if freestanding, or a wall signs, if attached to a building, and must not violate the visibility requirements of § 34-3131.
 - 2. Temporary signs are permitted for no more than 60 days annually.
- (c) *Exempt signs*, as described in Section 30-4 in this sign ordinance.
- (2) Residential Districts. For the purposes of this section, residential districts shall mean a property in Residential Single-Family, Residential Conservation, Residential Multifamily, Bay Beach or Village zoning districts. The following signs shall be permitted:
 - (a) *Permanent signs*. Each entrance to a development or subdivision may be permitted a single monument sign or up to two single-faced signs, one on each side of the entrance. The sign(s) shall be in compliance with the size and location requirements as well as all limitation.
 - 1. *Size and Location*.
 - a. The face of each permitted main entrance sign shall not exceed 25 square feet and shall not exceed five feet above finished grade, not measured from berms or raised landscaping beds.
 - b. A monument sign.
 - i. If located in the median strip of the entrance. The sign must be set back a minimum of 15 feet from the right-of-way of

the public access road and a minimum of five feet from the edge of the pavement of the entrance and exit lanes.

- c. One or two single-faced signs, equal in size, and located on one or both sides of the entranceway.
 - i. Must be set back a minimum of 5 feet from any property lines and the edge of pavement.

2. *Limitations and Design.*

- a. The condominium, subdivision or development shall have a property owners' association or similar entity which will be responsible for the maintenance of the sign.
- d. The sign should be incorporated into entrance features such as art, a wall or landscaping.

(c) *Exempt signs*, as described in Section 30-4 in this sign ordinance.

(3) Civic Districts. For the purposes of this section, civic districts shall mean a property in Institutional or Community Facility zoning districts. The following signs shall be permitted:

(a) *Permanent signs* shall comply with the following regulations and limitations:

1. *Size and Limitations.*

- a. For a parcel of land containing a single civic use the maximum allowable sign area shall be 25 square feet.
- b. Each additional civic use: baseball field, recreation center, swimming pool, annex, etc. may be allowed up to 16 additional square feet of signage.
- c. Maximum height of any monument sign shall not exceed five feet above finished grade, not measured from berms or raised landscaping beds.
- d. The maximum sign area provided herein may be allocated among a combination of allowable sign types.

2. *Location.*

- a. Any sign shall be set back 5 feet from any property line.

(b) *Temporary signs*, a sign or banner, not exceeding 30 square feet, may be permitted on any property with an approved special event or as allowed by a temporary sign permit.

- 1. Temporary signs may be no closer than 5 feet to any property line. The sign must not violate the visibility requirements of § 34-3131.
- 2. Temporary signs are permitted for no more than 60 days annually, provided, however, temporary signs used for the purpose of supporting an event shall be removed within seven (7) days after the event has concluded.

- (c) *Exempt signs*, as described in Section 30-4 in this sign ordinance.

Sec. 30-6. Measuring Signs.

- (1) Measuring sign area. Sign area shall be calculated in the following way:
 - (a) Sign within a framework or background shall be calculated as the area within that framework or background of the sign. The support for the sign, whether it be columns, a pylon, or a building or part thereof, shall not be included in a sign area.
 - (b) For wall signs, canopy signs or any other type of sign without a frame, the sign area shall be the area within a regular geometric shape that includes all letters, figures, graphics or other elements of the sign.
 - (c) For double-face or sandwich board signs, the area of the sign shall be calculated based on one sign face.
- (2) Measuring sign height. The height of a freestanding sign shall be calculated in the following way:
 - (a) The vertical height of a freestanding sign shall be the vertical distance measured from whichever is higher, the crown of the adjacent street or highest adjacent grade, not including berms or raised landscaping beds, to the highest point of the sign face or its supporting structural elements.

Sec. 30-7. Construction and Maintenance Standards.

- (1) *Generally.* All signs shall comply with the appropriate detailed provisions of the Florida Building Code relating to design, structural members, illumination and connections. All electrical work shall be Underwriters' Laboratories approved or be certified by an electrician licensed in accordance with article II of ch. 6 of this code. Signs shall also comply with the additional standards set forth in this section.
- (2) *Structural design.*
 - (a) The town manager or designee may require wind load calculations for signs prior to issuance of a permit.
 - (b) A wall must be designed for and have sufficient strength to support any sign that is attached thereto.
- (3) *Materials for monument signs.*
 - (a) All monument signs shall be self-supporting structures erected on and permanently attached to the ground.
 - (b) All wood permitted to be used, whether for new permanent signs, for replacement of existing permanent signs, or for any part thereof, shall be rot and termite-resistant through open-cell preservation methods as specified by the American Wood Preservation Association, or by any other open-cell preservation treatment approved by the Florida Building Code.
- (4) *Lighting.* Signs may be illuminated in compliance with the following:
 - (a) All electric signs shall be certified by a licensed electrical contractor that the sign meets the standards established by the Florida Building Code. All electric

signs shall be erected and installed by a licensed sign contractor. The electrical connection to a power source shall be performed by a licensed electrical contractor.

- (b) Externally illuminated signs may not cause glare to passing motorists, pedestrians or adjacent properties. Bulbs, lenses, or globes shall not be visible from outside of the property where the sign is located or from any right-of-way. See ch. 14 of this code for sea turtle lighting restrictions.
- (c) Sign lighting shall be in compliance with the lighting regulations found in section 34-1833(3)e.
- (5) *Supports and braces.* Metal supports or braces shall be adequate for wind loading. All metal wire cable supports and braces and all bolts used to attach signs to brackets or brackets and signs to the supporting building or structure shall be made of galvanized steel or of an equivalent corrosive-resistant material. All such sign supports shall be an integral part of the sign.
- (6) *Anchoring.* No sign shall be suspended by chains or other devices that will allow the sign to swing due to wind action. Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections.
- (7) *Maximum angle for double-faced signs.* Double-faced signs with opposing faces having an interior angle greater than 30 degrees shall not be permitted.
- (8) *Maintenance.* All visible portions of a sign and its supporting structure shall be maintained in a safe condition and neat appearance. If the sign is a lighted sign, all lights shall be maintained in working order and functioning in a safe manner. If the sign is a painted sign, the paint shall be kept in good condition. All signs will be kept in such manner as to constitute a complete sign at all times. The area immediately surrounding ground signs shall be kept clear of all unsightly vegetation or debris.

Sec. 30-8. - Prohibited signs.

The following signs are prohibited:

- (1) Any signs which are not designed, located, constructed or maintained in accordance with the provisions of this chapter, or which do not meet the requirements of all applicable Town of Fort Myers Beach, state and federal codes.
- (2) Signs that resemble any traffic control device, official traffic control signs or emergency vehicle markings.
- (3) Signs located at the intersection of any street right-of-way in such a manner as to obstruct free and clear vision, or at any location where, by reason of the position, shape or color, the sign may interfere with or obstruct the view of any authorized traffic sign, signal or device; or which make use of the word "stop," "look," "drive-in," "danger," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse vehicular traffic.
- (4) Animated signs except those displaying only cycling time or temperature.

- (5) Back-lit awnings. However, any business with an existing back-lit awning as of December 31, 2004, may continue to use that awning and may place or replace signage on that awning provided it otherwise conforms to this code. This right shall end if the business is discontinued or moved to a different location, or if the building is rebuilt or substantially improved.
- (6) Balloons or balloon signs.
- (7) Flying paraphernalia.-
- (8) Canopy signs.
- (9) Bench signs.
- (10) Emitting signs.
- (11) Inflatable objects.
- (13) Motion picture signs.
- (14) Obscene signs.
- (15) Parasite signs.
- (16) Pole signs.
- (17) Roof signs.
- (18) Signs with any lighting or control mechanism which causes radio, television or other communication interference.
- (19) Signs erected, constructed or maintained so as to obstruct or be attached to any firefighting equipment or any window, door or opening used as a means of ingress or egress or for firefighting purposes, or placed so as to interfere with any opening required for proper light and ventilation.
- (20) Signs which are placed on any curb, sidewalk, post, pole, hydrant, bridge, tree, or other surface located on public property or over or across any street or public street except as may otherwise expressly be authorized by this chapter.
- (21) Snipe signs.
- (22) Window signs which cover more than 30 percent of the window glass surface area.

Sec. 30-9. - Violation of chapter; penalty.

The town manager or designee is authorized to pursue any one or combination of the enforcement mechanisms provided in this code or by law for any violation of this chapter. Penalties may be assessed against any owner, agent, lessee, tenant, contractor, or any other person using the land, building or premises where such violation has been committed or shall exist; any person who knowingly commits, takes part in or assists in such violation; and any person who maintains any sign or sign structure in violation of this chapter or in a dangerous or defective condition.

Sec. 30-10. - Permits and Approvals.

- (1) *Permits.*

- (a) It shall be the duty of the town manager or designee, upon receipt of a completed sign permit application and appropriate fee, to examine such plans and specifications and other data and, if the proposed structure is in compliance with the requirements of this section and all other applicable provisions of this chapter, to issue a permit for the requested structure. Issuance of the permit shall in no way prevent the town manager or designee from later declaring the sign to be illegal if, upon further review of the information submitted with the application or of newly acquired information, the sign is found not to comply with the requirements of this chapter.
- (b) No sign permit or certificate of compliance shall be issued except in compliance with this chapter and any other applicable ordinances and laws or court decisions.
- (2) *Lapse.* A sign permit shall lapse automatically if the business license for the premises lapses, is revoked, or is not renewed. A sign permit shall also lapse if the business activity on the premises is discontinued for a period of 30 days and is not renewed within 30 days from the date written notice is sent from the town to the last permittee that the sign permit will lapse if such activity is not resumed. A sign permit shall also lapse if the sign for which it is issued either is not erected and/or placed within 180 days following the issuance of the sign permit or is removed for a period of 60 days. Once a sign permit has lapsed, it shall be considered void and a new application and review process shall be necessary in order to have the sign permit re-issued.
- (3) *Variances.* Requests for variances or deviations from the terms of this chapter shall be administered and decided in conformance with the requirements for variances and deviations which are set forth in ch. 34 of this LDC.
- (4) *Expiration of sign permit.* A sign permit shall expire and become null and void six months from the date of issuance, except that it may be extended for good cause by the town manager or designee.
- (5) *Inspections.* All signs for which a permit is required by this chapter must be inspected by the town to ensure compliance with this chapter and all other applicable regulations. Failure to obtain a final satisfactory inspection within the permit period or any renewal shall render the permit invalid, and the applicant shall be required to reapply for a permit or remove the sign or structure.

Sec. 30-11. - Nonconforming signs.

- (1) *Nonconforming sign compliance.* All signs that do not conform to the requirements of this chapter shall be considered nonconforming signs. All nonconforming signs shall be either removed or brought into conformity with this chapter no later than December 31, 2023. The owner of the real property on which such nonconforming signs exist shall be responsible for ensuring that such signs are removed or brought into conformity.
- (2) *Nonconforming sign permits.* Sign permits will not be issued for the alteration, replacement or repair of a nonconforming sign unless the requested modification brings the nonconforming sign into compliance.
- (3) *Exception.* Signs that have been designated as historically significant pursuant to section 30-12 - Designation of historically significant signs, shall not be considered to

be nonconforming signs. Such signs shall be governed by the provisions of section 30-12.

Sec. 30-12. - Designation of historically significant signs.

Any existing sign may be nominated for designation as historically significant as provided herein.

- (1) Nomination of a sign for designation as historically significant shall be made on an application provided by the director. The application should document the historical background of the sign.
- (2) The historic preservation board will hold a public hearing on the nomination and will use the historic preservation element of the town's comprehensive plan as a guideline to consider the nomination. The following criteria will be considered where applicable:
 - (a) Whether the sign is associated with historic person(s), event(s), or location(s);
 - (b) Whether the sign provides significant evidence of the history of the product, business or service represented;
 - (c) Whether the sign is characteristic of a specific historic period;
 - (d) Whether the sign is an outstanding example of the art of sign-making, through its craftsmanship, use of materials, and/or design; and
 - (e) Whether the sign is a local landmark that is popularly recognized as a focal point in the community.
- (3) The historic preservation board will, after hearing public comment, vote to recommend that the town council either approve or deny historically significant status to the nominated sign.
- (4) Following the historic preservation board public hearing, the town council will hold a public hearing to consider the nomination. In order to approve the designation of a sign as historically significant, the town council must find that the sign meets one or more of the criteria in § 30-12(2) and is consistent with the town comprehensive plan historic preservation element.
- (5) A sign that has been designated historically significant may remain as a legal nonconforming sign notwithstanding the provisions of Sec. 30-11 Nonconforming signs. If a sign that has been designated as historically significant is damaged or destroyed, it may be reconstructed, but such reconstruction must duplicate in all respects the sign that was damaged or destroyed.

Sec. 30-13. Liability Insurance.

- (1) Liability insurance required. No permitted sign located on or projecting over a public right-of-way shall be erected unless an insurance policy shall have been filed for public liability with a limit determined by the Town of Fort Myers Beach.
 - (a) Such policy shall be issued by an insurance company authorized to do business in the State of Florida and acceptable to the Town Manager.

- (b) The policy shall name the Town of Fort Myers Beach as a co-insured and shall require 30 days' written notice to the Town before modification or cancellation.
- (c) Such policy shall protect and hold the Town harmless from any and all claims or demands for damages by reason of any negligence of the sign hanger, contractor, property owner or occupants or their respective agents; or by reason of defects in the construction, or damages resulting from the collapse, failure or combustion of the sign or parts thereof.
- (d) The policy shall be maintained so long as the sign in question remains erected.

Sec. 30-14. - Severability.

- (1) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter is declared unconstitutional by a final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter.
- (2) *Severability where less speech results.* This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. The town council specifically intends that severability shall be applied to these sign regulations even if the result would be to allow less speech in the town, whether by subjecting currently exempt signs to permitting or by some other means.
- (3) *Severability provisions pertaining to prohibited signs.* This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. The town council specifically intends that severability shall be applied to section 30-5, "Prohibited signs," so that each of the prohibited sign types listed in that section shall continue to be prohibited irrespective of whether another sign prohibition is declared unconstitutional or invalid.
- (4) *Severability of prohibition on off-premises signs and commercial advertising signs.* This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. If any or all of chapter 30 "Signs," or any other provision of the Town's Code is declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction:



**Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT**

To: Town of Fort Myers Beach Town Council
From: Sarah Propst, Community Development
Date: January 9, 2022
Re: Sign Ordinance

Background

Staff was directed to update the Town's Sign Ordinance to ensure that it meets all current legal requirements. In the past several years signs have been the topic of several court decisions and it appears more court decisions may be on the horizon. The most notable issue is that of ensuring content neutral code language, meaning that the information on the sign must not be tied to the approval of the sign. In addition to resolving some potential legal issues with the code, this new ordinance is reorganized to make it more user friendly, it clarifies some unclear language, and it also corrects code references which are outdated.

Proposed Solution

Due to the many changes that were undertaken in this code the old language will be completely struck through and new language will completely replace it. Some of the previous language will be included and many of the existing code size limitations and setbacks have been incorporated into the new language.

The new ordinance divides the requirements into zoning classifications with no reference to the purpose of the signs. The new classifications are:

Commercial: this classification includes land that is within the Downtown, Santini, Commercial Office, Commercial Marina, Commercial Resort, Santos, or Commercial Boulevard zoning districts.

Residential: this classification includes land that is within the Residential Single-Family, Residential Conservation, Residential Multifamily, Bay Beach, or Village zoning districts.

Civic: this classification includes land that is within the Community Facilities or Institutional zoning districts.

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These classifications are allowed a certain number, size and type of signs, in addition to any exempt signs that are allowed without a permit.

Exempt signs are retained but have been reduced to eliminate some content specific language and overlap. Sandwich boards and portable signs are considered exempt and are allowed, up to a certain size and meeting other requirements. The new exempt section also includes direction on what should occur if a sign appears to be out of compliance with the regulations that allow the exemption.

This code allows all residentially zoned properties to have a single, exempt, non-illuminated, four (4) square foot ground or wall sign. In previous hearings, the Council was not in favor of allowing residential signage because there were no time limits on how long the signs could be up. The other option available would be to allow temporary signs, with a permit. The temporary signs could be limited to a certain number of days, however restricting the number of days could be problematic for real estate signs. To stay content neutral, the code cannot differentiate between sign types by excluding time limits on real estate signs. The current code allows commercial and civic zoning classifications a temporary sign; temporary signs require an application to be permitted and may include banners, which were previously prohibited. Temporary signs are allowed for a certain number of days per year and if a temporary sign is associated with an event, the sign is to be removed within seven days of the event.

A new section included in this ordinance is a requirement for liability insurance for any signs that encroach over a public right of way. This will protect the Town in an instance where a sign fails and causes any impacts to the right of way.

Attachments

Exhibit A – Proposed Sign Ordinance Language

Exhibit B – Existing Sign Ordinance Language

Chapter 30 - SIGNS

Sec. 30-1. - Purpose and intent of chapter.

The town council finds and declares:

- (1) An excess of signs causes a visual blight on the appearance of the town by detracting from views of structures and open space. This visual blight adversely affects the aesthetic quality of life and traffic safety on Fort Myers Beach for residents, businesses, pedestrians, and persons in vehicles. In order to promote the appearance of the town, while protecting the rights of sign owners to expression and identification, the regulation of existing and proposed signs is necessary to protect the public health, safety and general welfare.
- (2) The purpose of this chapter is to encourage signs which are integrated with and harmonious to the building and sites which they occupy, to eliminate excessive and confusing sign displays, to preserve and improve the appearance of the town as a place in which to live and work and as an attraction to nonresidents who come to visit or trade, and to restrict signs which increase the probability of accidents by distracting attention or obstructing vision.
- (3) This chapter provides minimum standards to safeguard life, safety, property, and public welfare by regulating size, construction location, electrification, operation and maintenance of all signs and sign structures exposed to public view within the town. These standards are content-neutral and regulate based on the form, and not the content, of signs. The visual appearance and traffic safety of the town cannot be achieved by measures less restrictive than the procedures and standards of this chapter.
- (4) It is the intent of the town council that protection of First Amendment rights shall be afforded by these sign regulations. Accordingly, any sign, display or device permitted under these regulations may contain, in lieu of any other copy, any otherwise lawful noncommercial message that complies with all other requirements of this code. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this code.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-2. - Definitions and rules of construction.

- (a) In case of any difference of meaning or implication between the text of this chapter and any other law or regulation, this chapter shall control.
- (b) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alteration. Any change in copy, color, size or shape, which changes appearance of a sign, or a change in position, location, construction, or supporting structure of a sign, except that a copy change on a sign specifically designed for the use of replaceable copy, e.g., a reader board with changeable letters, is not an alteration.

Animated sign. Any sign, including electronic, laser, video or digital displays, that uses movement or change of lighting to depict action or create a special effect or scene. Electronic message boards, electronic changing message centers, and any signs with flashing lights are considered to be animated signs.

Awning sign. Any sign consisting of letters which are painted or installed on a lawful awning, but not including a back-lit awning.

Back-lit awning. An awning with a translucent covering material and a source of illumination contained within its framework.

Balloon sign. One or more balloons, with or without messages or illustrations, that are used as a temporary or permanent sign or as a means of directing attention to a business or organization or to a commodity, service or entertainment.

Banner. A temporary sign of flexible plastic, cloth, or any other fabric, either enclosed or not enclosed in a rigid frame that is secured or mounted to allow movement caused by the atmosphere, including "streamer" and "pennants" but not including flags.

Bench sign. A sign that is painted on or attached to any part of a bench, seat, or chair placed on or adjacent to a public street, public plaza or beach access.

Building numbers. The building number assigned by Lee County as the official premises address, painted or affixed to a building, mailbox or similar structure.

Building official. The same officer as appointed by the town manager through § 6-44.

Business information sign. Any sign containing the name or address of a building and may include hours of operation, information to customers such as business hours and telephone number, "open" and "closed," "shirts and shoes required," "no soliciting," "no loitering," emergency information, professional and trade association information and credit card information.

Canopy. A permanent roof-like shelter open on four sides, to protect an area from the elements, such as over gasoline pumps.

Canopy sign. Any permanent sign attached to or constructed in, on, or below a canopy.

Commercial message. Any sign, wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity. For purposes of this chapter, terms such as sale, special, clearance, or other words which relate to commercial activity shall be deemed to be commercial messages. The identification by name of an apartment or condominium development on a residential sign at the apartment or condominium development site shall not be considered to be a commercial message.

Construction sign. A temporary sign identifying a construction project and the persons, firms, or businesses participating in the construction project.

Development identification sign. A permanent sign, which is either a freestanding sign or a sign located on a subdivision entry feature or perimeter wall, at a main entrance to a subdivision or development, identifying the name of the development or subdivision.

Directional sign. Any sign which serves solely to designate the location of or direction to any place, activity, facility, or area and contains no commercial message.

Double-faced sign. A single plane with items of information identical on both sides and mounted as a single structure.

Election sign. A sign temporarily installed in the ground or attached to a building relating to the election of a person to a public office or relating to a matter to be voted upon at a federal, state or local election.

Emitting sign. A sign designed to emit visible smoke, vapor, particles, or odor, or a sign which produces noise or sounds capable of being heard, even though the sounds produced may not be understandable.

Face of sign. The entire area of a sign on which copy could be placed.

Flag. Any fabric or bunting used as a symbol (as of a nation, government, political subdivision or other entity) or as a signaling device.

Freestanding sign. Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building, wall, fence, vehicle, or object other than the sign structure for support.

Frontage. The distance measured along a public street right-of-way or a private street easement between the points of intersection of the side lot lines with the right-of-way of the easement line.

Government sign. Any sign erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance or other governmental regulation.

Illuminated sign. Any electrically operated sign or any sign for which an artificial source is used in order to make readable the sign's message, including internally and externally lighted signs and reflectorized, glowing, or radiating signs.

Incidental sign. A sign, generally informational, that has a purpose that is secondary to the use of the site on which it is located, such as "No Parking," "Entrance," "Exit," "Telephone," "Open," "Beware of Dog," "No Trespassing" "Welcome," and other similar directives. The term incidental sign shall not include a sign designed to be transported by means of wheels, a sandwich-board sign, or a skid-mounted sign, regardless of the nature of the information that such sign may contain.

Inflatable object. An object of any shape that is expanded or capable of expansion by means of air or gas, such as a balloon, wind sock, or air tube, and which is used as a means of attracting attention to a site, product or event.

Licensed contractor. A person holding a valid contractor's license issued by the Lee County Construction Board.

Maintain. To preserve from decline, keep in an existing state or retain in possession or control.

Menu display box. A small plaque or display case, not exceeding four square feet in area and four inches in depth, located on an exterior building wall that displays a restaurant's menu near its entrance for the convenience of potential patrons who arrive on foot.

Monument sign. A freestanding sign with internal structural supports, where the height from the ground to the highest point on the sign is less than the sign's greatest horizontal dimension.

Motion picture sign. A sign capable of displaying moving pictures or images in conjunction with an outdoor advertising structure, accessory sign, or advertising statuary visible from any public street or sidewalk.

Nameplate sign. A non-illuminated identification sign indicating only the name, address, and/or occupation of an occupant or group of occupants of a building.

Noncommercial sign. A sign which contains no commercial message.

Open house sign. A sign identifying property for sale, rent or lease and temporarily open for inspection.

Off-premises sign. Any sign normally used for promoting a business, individual, products, or service available somewhere other than the premises where the sign is located. A sign containing a noncommercial message shall not be considered to be an off-premises sign.

Parasite sign. Any sign not exempted by this chapter, for which no permit has been issued, and which is hung from, attached to or added onto an existing sign.

Permit board. A freestanding device erected on a construction site for the sole purpose of providing a conspicuous display of and shelter for the permits required for construction activities being performed on such construction site. A permit board may display a contractor name or logo so long as such display does not exceed one square foot.

Pole sign. A freestanding sign supported by an exposed structure of poles or other supports where the height of the exposed sign supports extends more than 18 inches from the ground to the bottom of the sign. A freestanding sign that meets this chapter's requirement for a monument sign is not considered to be a pole sign.

Portable sign. Any movable sign not permanently attached to the ground or a building.

Projecting sign. A sign which is attached to a building and projects more than 18 inches above, below, or outward from, and is supported by, a wall, parapet, or ceiling of a building.

Public body. Any government or governmental agency of the United States, the state, the county, or the Town of Fort Myers Beach.

Real estate sign. A temporary sign which advertises the sale, exchange, lease, rental, or availability of the parcel, improved or unimproved, upon which it is located.

Residential sign. Any sign, not otherwise defined or regulated in this chapter as an allowed sign in a residential zoning district, that is located in a district zoned for residential uses and does not contain any commercial message.

Roof sign. Any sign erected upon a roof or roof-mounted equipment. Signs placed flat against the steep slope of a mansard roof will not be considered roof signs.

Sandwich-board sign. An easily moveable sign not attached to the ground that is supported by its own frame which generally forms the cross-sectional shape of an A. For purposes of this code, sandwich signs are not considered portable signs.

Sign. Any name, figure, character, outline, display, announcement, or device, or structure supporting the same, or any other device of similar nature designed to attract attention or convey a message outdoors, and shall include all parts, portions, units, and materials composing the same, together with the frame, background, and supports or anchoring thereof.

Sign face. An exterior display surface of a sign including nonstructural trim exclusive of the supporting structure.

Snipe sign. A sign of any material, including paper, cardboard, wood, and metal, when tacked, nailed, or attached in any way to trees, telephone poles, or other objects located or situated on a public road right-of-way, or any sign which is installed on property without the permission of the property owner.

Special event sign. A temporary sign announcing a social function, promotional, or fundraising event, sponsored by a private, not-for-profit, or governmental entity which is open to the public, and which is distinct from the usual and customary business day functions of the organization.

Temporary sign. A sign displayed for a fixed, terminable length of time. Temporary signs are intended to be removed after the temporary purpose has been served. Included are for sale, lease or rent signs, political signs, service signs, special event signs, construction signs, directional signs to special or temporary events and signs of a similar nature.

Vehicle sign. Any sign permanently or temporarily attached to or placed on a vehicle, including a motor vehicle, boat, trailer, or bicycle or human-powered vehicle, where the vehicle is parked so as to be visible from the public right-of-way or parked on public property so as to clearly provide a

commercial message close to the public right-of-way, unless said vehicle is used by a proprietor or employee of the business for the purpose of commuting between the business location and home or is used in the usual course or operation of a business. Factors to be considered in determining whether a vehicle is used in the usual course or operation of a business shall include, but not be limited to, whether the vehicle is inoperable, whether the vehicle has a current registration in the State of Florida, the role the vehicle plays in the business, the frequency with which the vehicle is used in the operation of the business, and whether the size of the sign makes it impractical or dangerous to operate the vehicle. Any sign bearing a commercial message that is attached to or painted on a vehicle that is routinely parked or otherwise located on a site or sites other than the site where the business is located, or a sign whose size makes it impractical or dangerous to operate the vehicle shall be presumed to be a prohibited vehicle sign.

Wall sign. Any sign attached to or painted on the wall of a building or structure and extending no more than 18 inches outward from the wall in a plane approximately parallel to the plane of said wall.

Window sign. Any sign viewable through and/or affixed in any manner to a window or exterior glass door such that it is viewable from the exterior, including signs located inside a building but visible primarily from the outside of the building.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Cross reference— Definitions and rules of construction generally, app. A, § 1-2.

Sec. 30-3. - Reserved.

Sec. 30-4. - Applicability of chapter.

- (a) *Generally.* Except as otherwise provided in this chapter, it shall be unlawful for any person to erect, construct, enlarge, move, or convert any sign in the Town of Fort Myers Beach, or cause such work to be done, without first obtaining a sign permit for each such sign as required by this chapter.
- (b) *Exceptions.*
 - (1) This chapter shall not apply to any sign erected by the federal, state, county, or Town of Fort Myers Beach government or to the placement of temporary signs not exceeding eight square feet in area within a right-of-way for purposes of business identification or access location, when necessitated by road construction and when authorized by the county or town.
 - (2) The following activities shall not be considered the creation of a sign:
 - a. *Change of copy.* Changing the copy on existing signs.
 - b. *Maintenance.* Painting, repainting, cleaning, or other normal maintenance and repair of a sign not involving change of copy, structural or electrical changes.
 - c. *Window displays.* Changes in the content of show window displays, provided all such displays are within the building.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-5. - Prohibited signs.

The following signs are prohibited:

- (1) Any signs which are not designed, located, constructed or maintained in accordance with the provisions of this chapter, or which do not meet the requirements of all applicable Town of Fort Myers Beach, state and federal codes.

Exhibit B – Existing Sign Ordinance

- (2) Signs that resemble any traffic control device, official traffic control signs or emergency vehicle markings.
- (3) Signs located at the intersection of any street right-of-way in such a manner as to obstruct free and clear vision, or at any location where, by reason of the position, shape or color, the sign may interfere with or obstruct the view of any authorized traffic sign, signal or device; or which make use of the word "stop," "look," "drive-in," "danger," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse vehicular traffic.
- (4) Animated signs except those displaying only cycling time or temperature.
- (5) Back-lit awnings. However, any business with an existing back-lit awning as of December 31, 2004, may continue to use that awning and may place or replace signage on that awning provided it otherwise conforms to this code. This right shall end if the business is discontinued or moved to a different location, or if the building is rebuilt or substantially improved.
- (6) Balloons or balloon signs.
- (7) Banners, pennants, or other flying paraphernalia, except as permitted in section 30-141 (Temporary signs).
- (8) Canopy signs.
- (9) Bench signs.
- (10) Emitting signs.
- (11) Inflatable objects.
- (13) Motion picture signs.
- (14) Obscene signs.
- (15) Off-premises signs.
- (16) Parasite signs.
- (17) Pole signs.
- (18) Portable signs.
- (19) Roof signs.
- (20) Sandwich-board signs. Except as permitted by subsections 27-51(c)(4) and (5) for PWVL and PAL businesses.
- (21) Signs with any lighting or control mechanism which causes radio, television or other communication interference.
- (22) Signs erected, constructed or maintained so as to obstruct or be attached to any firefighting equipment or any window, door or opening used as a means of ingress or egress or for firefighting purposes, or placed so as to interfere with any opening required for proper light and ventilation.
- (23) Signs which are placed on any curb, sidewalk, post, pole, hydrant, bridge, tree, or other surface located on public property or over or across any street or public street except as may otherwise expressly be authorized by this chapter.
- (24) Snipe signs.
- (23) Vehicle signs.
- (24) Window signs which cover more than 30 percent of the window glass surface area.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-6. - Exempt signs.

The following signs are exempt from the permitting requirements of this chapter:

- (1) *Awning signs.* Awning signs consisting of one line of letters or building or address numbers on the hanging border, or an identification emblem, insignia, initial, or other feature not exceeding an area of eight square feet painted or installed elsewhere on an awning.
- (2) *Building numbers.* Posted building numbers must be between three and eight inches high for detached dwellings and for individual businesses, institutional, and multifamily buildings. Numbers on buildings that are set back more than 50 feet from the street must be between eight and 18 inches high. If the building number is prominently displayed on an identification sign for a multiple occupancy complex, the number need not be repeated for individual businesses within that complex.
- (3) *Business information signs.* Business information signs, provided that such signs are posted on the entrance doors or within a window.
- (4) Flags that contain no commercial message.
- (5) *Garage sale signs.* Garage sale signs, provided they are erected not more than 24 hours prior to the sale and are removed within 72 hours of the time they were erected.
- (6) *Government and public safety signs.* Governmental signs for control of traffic and other regulatory purposes, street signs, danger signs, signs of public service companies indicating danger, "no parking" signs, and aids to service or safety which are erected by or on the order of a public official in the performance of his public duty.
- (7) Incidental signs not exceeding two square feet in area per sign and limited to two signs per parcel or lot. Additional incidental signs shall require a permit for each such additional sign.
- (8) Instructional signs or symbols located on and pertaining to a parcel of private property, not to exceed four square feet in area per sign.
- (9) *Interior signs.* Signs located within the interior of any building, or within the inner or outer lobby, court, or entrance of any theater. This does not, however, exempt such signs from the structural, electrical, or material specifications as set out in this code and the Florida Building Code.
- (10) *Legal notices.* Legal notices and official instruments.
- (11) *Memorial signs or tablets.* Memorial signs or tablets, names of buildings, and date of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.
- (12) *Nameplates.* Any sign not exceeding 1½ square feet in area per sign and not exceeding two in number per lot. Such signs shall not be illuminated, and they shall not project over any public right-of-way.
- (13) *Posted property signs.* Posted property signs, not to exceed 1½ square feet in area per sign and not exceeding two in number per lot. Such signs shall not be illuminated, and they shall not project over any public right-of-way.
- (14) *Public information signs.* Any sign used for public information or direction erected either by or at the direction of a public body.
- (15) Real estate, open house, and model signs.
- (16) Sandwich-board signs, but only as permitted by subsections 27-51(c)(4) and (5) for PWVL and PAL businesses.
- (17) *Signs incorporated on machinery or equipment.* Signs incorporated on machinery or equipment at the manufacturer's or distributor's level, which identify or advertise only the product or service dispensed by the machine or equipment, such as signs customarily affixed to vending machines, newspaper racks, telephone booths, and gasoline pumps.
- (18) Special event signs.

Exhibit B – Existing Sign Ordinance

- (19) Symbols or insignia of religious orders, historical agencies, or identification emblems of religious orders or historical agencies, provided that no such symbol, plaque or identification emblem shall exceed 16 square feet in area.
- (20) *Temporary signs.* Temporary election signs, special event signs, and real estate signs as provided in § 30-141.
- (21) Tow away zone signs erected pursuant to and in compliance with F.S. § 715.07.
- (22) *Warning signs.* Signs warning the public or the existence of danger, to be removed upon subsidence of danger.
- (23) *Waterway signs.* Directional signs along inland waterways.
- (24) *Window signs.* Interior window signs which identify or advertise activities, services, goods, or products available within the building.
- (25) In single-family residential zoning districts, no more than one residential sign, in addition to any directional signs, flags, incidental signs and temporary signs that may be otherwise allowed, shall be erected or located on the site and shall not exceed four square feet in sign area and, if freestanding, five feet in height.
- (26) In multifamily zoning districts, one residential sign per street frontage of the site, in addition to any directional signs, flags, incidental signs and temporary signs that are otherwise allowed, shall be located on the site; provided, however, that in no event shall the total number of such signs exceed two per site. The maximum sign area for each residential sign shall be 16 square feet and, if freestanding, the maximum height shall not exceed eight feet.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-7. - Reserved.

Editor's note— Ord. No. 11-01, § 2(Exh. A), adopted Apr. 18, 2011, deleted § 30-7 entitled "Parking of advertising vehicles."

Secs. 30-8—30-50. - Reserved.

Sec. 30-51. - Violation of chapter; penalty.

The town manager or designee is authorized to pursue any one or combination of the enforcement mechanisms provided in this code or by law for any violation of this chapter. Penalties may be assessed against any owner, agent, lessee, tenant, contractor, or any other person using the land, building or premises where such violation has been committed or shall exist; any person who knowingly commits, takes part in or assists in such violation; and any person who maintains any sign or sign structure in violation of this chapter or in a dangerous or defective condition.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-52. - Reserved.

Sec. 30-53. - Powers and duties of town manager.

- (a) *Generally.* The town manager is hereby authorized and directed to administer and enforce the regulations and procedures and to delegate the duties and powers granted to and imposed upon him under this chapter.

(b) *Specific powers and duties.*

(1) *Issuance or denial of permits and certificates.*

- a. It shall be the duty of the town manager or designee, upon receipt of a completed application for a sign permit, to examine such plans and specifications and other data and, if the proposed structure is in compliance with the requirements of this section and all other applicable provisions of this chapter, to issue to the applicant a written permit evidencing the applicant's compliance therewith. Permits shall be issued within 15 days of receipt of a complete application. Issuance of the permit shall in no way prevent the town manager or designee from later declaring the sign to be illegal if, upon further review of the information submitted with the application or of newly acquired information, the sign is found not to comply with the requirements of this chapter.
- b. No sign permit or certificate of compliance shall be issued except in compliance with this chapter and any other applicable ordinances and laws or court decisions.

(2) *Lapse.* A sign permit shall lapse automatically if the business license for the premises lapses, is revoked, or is not renewed. A sign permit shall also lapse if the business activity on the premises is discontinued for a period of 30 days and is not renewed within 30 days from the date written notice is sent from the town to the last permittee that the sign permit will lapse if such activity is not resumed. A sign permit shall also lapse if the sign for which it is issued either is not erected and/or placed within 180 days following the issuance of the sign permit or is removed for a period of 60 days. Once a sign permit has lapsed, it shall be considered void and a new application and review process shall be necessary in order to have the sign permit re-issued.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-54. - Variances.

Requests for variances or deviations from the terms of this chapter shall be administered and decided in conformance with the requirements for variances and deviations which are set forth in ch. 34 of this LDC.

Sec. 30-55. - Permits; inspections.

(a) *Sign permit required; modifications.*

- (1) Except as otherwise provided for in this chapter, no sign shall be located, placed, erected, constructed, altered, replaced, enlarged, moved or converted in the Town of Fort Myers Beach, without first obtaining a sign permit.
- (2) In the event a sign is located, installed or maintained upon real property in the Town of Fort Myers Beach without any required permits, after the expiration or lapse of a sign permit, or otherwise in violation of the requirements of this chapter, the owner of the real property where the sign is located shall be responsible for the prompt removal of such sign and shall be responsible for and subject to all fines or penalties resulting from such violation.

(b) *Application for sign permit.* In order to obtain a permit to erect, alter or relocate any sign under the provisions of this chapter, an applicant therefore shall submit to the town a sign permit application, which shall include:

(1) *A completed application form that includes the following:*

- a. The name, address and telephone number of the applicant.
- b. The name, address and telephone number of the person constructing the sign, as well as the name, address and telephone number of the owner of the sign.

- c. Information as to the type of sign to be erected, e.g., monument, projecting or wall sign; illuminated or non-illuminated; temporary or permanent.
 - d. The approximate value of the sign to be installed, including the installation cost, and information concerning the design of the sign and the copy that will appear on the sign.
- (2) *A site location plan that includes the following:*
- a. Location by street address and legal description (tract, block and lot) of the building, structure, or lot where the sign is to be erected or installed.
 - b. A fully dimensioned plot plan, to scale, indicating the location of the sign relative to property lines, rights-of-way, streets, easements, sidewalks, and other buildings or structures on the premises, as well as the location, size and type of any other existing signs whose construction requires a sign permit.
 - c. A sea turtle lighting plan for all lighted signs that are visible from the beach, including signs that are within buildings.
 - d. A landscape plan for sign installations that will include landscaping.
- (3) *Application fee.* Applications for a permit to erect, construct, alter or extend a sign or sign structure shall be accompanied by a fee in the amount established by the town council.
- (4) A drawing to scale showing the design of the sign, including dimensions, sign size, method of attachment, and source of illumination, and showing the relationship to any building or structure to which it is or is proposed to be installed or affixed.
- (5) Plans indicating the scope and structural detail of the work to be done, including details of all connections, supports, footings and materials to be used.
- (6) Where determined to be necessary, a copy of stress sheets and calculations indicating that the sign is properly designed for dead load and wind pressure in any direction.
- (7) Where determined to be necessary, a listing of all materials to be utilized in the construction of the sign, or, in the alternative, a statement that all materials are in compliance with the Florida Building Code.
- (8) If applicable, an application, and required information for such application, for an electric permit for all signs that include electrical components. Electrical components must be UL-approved and installed in conformance with the listing.
- (9) All signs, except exempt signs and certain temporary signs, are required to be installed or erected only by a licensed sign contractor or licensed electrical sign contractor. All persons engaged in the business of installing or maintaining signs involving, in whole or part, the erection, alteration, relocation or maintenance of a sign or other sign work in or over or immediately adjacent to a public right-of-way or public property if used or encroached upon by the sign installer shall agree to hold harmless and indemnify the Town of Fort Myers Beach and its officers, agents and employees from any and all claims of negligence resulting from the erection, alteration, relocation or maintenance of a sign or other sign work.
- (10) *Expiration of sign permit.* A sign permit shall expire and become null and void six months from the date of issuance, except that it may be extended for good cause by the town manager or designee.
- (11) *Inspections.* All signs for which a permit is required by this chapter must be inspected by the town to ensure compliance with this chapter and all other applicable regulations. Failure to obtain a final satisfactory inspection within the permit period or any renewal shall render the permit invalid, and the applicant shall be required to reapply for a permit or remove the sign or sign or structure.

- (12) *Identification number.* All signs that were issued a permit after September 13, 1999 must have the sign permit number affixed to the upper right corner of the sign. The town will maintain digital photographs of all signs in the town in Town Hall.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-56. - Nonconforming signs.

- (a) *Nonconforming sign compliance.* All signs that do not conform to the requirements of this chapter shall be considered to be nonconforming signs. All nonconforming signs shall be either removed or brought into conformity with this chapter no later than December 31, 2011. The owner of the real property on which such nonconforming signs exist shall be responsible for ensuring that such signs are removed or brought into conformity.
- (b) *Nonconforming sign permits.* Sign permits will not be issued for the alteration, replacement or repair of any nonconforming signs.
- (c) *Exception.* Signs that have been designated as historically significant pursuant to section 30-57 below, shall not be considered to be nonconforming signs. Such signs shall be governed by the provisions of section 30-57.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-57. - Designation of historically significant signs.

Any existing sign may be nominated for designation as historically significant as provided herein.

- (1) Nomination of a sign for designation as historically significant shall be made on an application provided by the director. The application should document the historical background of the sign.
- (2) The historic preservation board will hold a public hearing on the nomination and will use the historic preservation element of the town's comprehensive plan as a guideline to consider the nomination. The following criteria will be considered where applicable:
 - a. Whether the sign is associated with historic person(s), event(s), or location(s);
 - b. Whether the sign provides significant evidence of the history of the product, business or service represented;
 - c. Whether the sign is characteristic of a specific historic period;
 - d. Whether the sign is an outstanding example of the art of sign-making, through its craftsmanship, use of materials, and/or design; and
 - e. Whether the sign is a local landmark that is popularly recognized as a focal point in the community.
- (3) The historic preservation board will, after hearing public comment, vote to recommend that the town council either approve or deny historically significant status to the nominated sign.
- (4) Following the historic preservation board public hearing, the town council will hold a public hearing to consider the nomination. In order to approve the designation of a sign as historically significant, the town council must find that the sign meets one or more of the criteria in § 30-57(2) and is consistent with the town comprehensive plan historic preservation element.
- (5) A sign that has been designated historically significant may remain as a legal nonconforming sign notwithstanding the provisions of § 30-56 (Nonconforming signs). If a sign that has been designated as historically significant is damaged or destroyed, it may be reconstructed, but such reconstruction must duplicate in all respects the sign that was damaged or destroyed.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Secs. 30-58—30-90. - Reserved.

Sec. 30-91. - Computation of sign area.

- (a) The area of a sign shall include all lettering, wording and accompanying designs and symbols together with the background, whether open or enclosed, on which they are displayed, but not including any supporting framework and bracing which are incidental to the display. The sign area shall be measured from the outside edges of the sign or the sign frame, whichever is greater, excluding the area of any supporting structures that are not part of the display.
- (b) When a single sign structure is used to support two or more signs, or unconnected elements of a single sign other than individual letters or symbols, sign area shall be computed on each sign face in the same manner as the sign area of a single sign. If the faces of a multi-faced sign are separated at any point by more than 18 inches, then each sign face shall constitute a separate sign.
- (c) The area of a double-faced sign shall be computed on only one side; provided, however, that where both sides are unequal in size, the area for the larger side shall be used.
- (d) Where a sign consists of individual letters or symbols attached to or painted on a surface, building wall or window, the area shall consist of the single smallest rectangle or other regular geometric shape which encompasses all of the letters and symbols, including the sign background.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-92. - Measurement of sign height.

The vertical height of a freestanding sign shall be the vertical distance measured from the highest adjacent grade or the crown of the adjacent street, whichever is higher, to the highest point of the sign face or its supporting structural elements.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-93. - Location.

- (a) *Visibility triangle.* No sign shall be erected that would impair visibility at a street intersection or driveway entrance as described in § 34-3131 of this code.
- (b) *Street setbacks.* No sign or portion of a sign shall be erected closer than three feet to any sidewalk or bike path or to any street right-of-way unless at least eight feet of vertical clearance is maintained.
- (c) *Signs near the beach.* Other portions of this code may affect the location or lighting of signs. For example:
 - (1) Signs are permitted in the EC zoning district only if approved through the special exception process or as a deviation in the planned development zoning process (see § 6-366(b)), or where explicitly permitted by §§ 14-5 or 27-51. Where signs are permitted by § 27-51, equivalent signs containing noncommercial messages may be substituted.
 - (2) A sea turtle lighting plan is required for new signs with artificial light sources that are visible from the beach, including signs that are within buildings. Guidelines for ensuring that sea turtle nesting habitat will not be directly or indirectly illuminated are found in § 14-79.
- (d) *Clearance from power lines.* Signs shall be located no closer than ten feet from all overhead electrical lines and conductors and no closer than three feet from all secondary voltage service drops.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-94. - Construction standards.

- (a) *Generally.* All signs shall comply with the appropriate detailed provisions of the Florida Building Code relating to design, structural members, illumination and connections. All electrical work shall be Underwriters' Laboratories approved or be certified by an electrician licensed in accordance with article II of ch. 6 of this code. Signs shall also comply with the additional standards set forth in this section.
- (b) *Structural design.*
 - (1) The town manager or designee may require wind load calculations for signs prior to issuance of a permit.
 - (2) A wall must be designed for and have sufficient strength to support any sign that is attached thereto.
- (c) *Materials for monument signs.*
 - (1) All monument signs shall be self-supporting structures erected on and permanently attached to the ground.
 - (2) All wood permitted to be used, whether for new permanent signs, for replacement of existing permanent signs, or for any part thereof, shall be rot and termite-resistant through open-cell preservation methods as specified by the American Wood Preservation Association, or by any other open-cell preservation treatment approved by the Florida Building Code.
- (d) *Electric signs.*
 - (1) All electric signs shall be certified by a licensed electrical contractor that the sign meets the standards established by the Florida Building Code. All electric signs shall be erected and installed by a licensed sign contractor. The electrical connection to a power source shall be performed by a licensed electrical contractor.
 - (2) Artificial light used to illuminate any sign from outside the boundaries of the sign shall be screened in a manner which prevents the light source from being visible from any abutting right-of-way or adjacent property. See ch. 14 of this code for sea turtle lighting restrictions.
 - (3) All externally illuminated signs must also comply with the technical standards for lighting found in § 34-1833.
- (e) *Supports and braces.* Metal supports or braces shall be adequate for wind loading. All metal wire cable supports and braces and all bolts used to attach signs to brackets or brackets and signs to the supporting building or structure shall be made of galvanized steel or of an equivalent corrosive-resistant material. All such sign supports shall be an integral part of the sign.
- (f) *Anchoring.* No sign shall be suspended by chains or other devices that will allow the sign to swing due to wind action. Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections.
- (g) *Maximum angle for double-faced signs.* Double-faced signs with opposing faces having an interior angle greater than 30 degrees shall not be permitted.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-95. - Sign identification and marking.

Unless specifically exempted from permit requirements of this chapter, all signs shall be photographed and filed with permit numbers in Town Hall.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-96. - Maintenance.

- (a) All signs, including their supports, braces, guys, and anchors, shall be maintained so as to present a neat, clean appearance. Painted areas and sign surfaces shall be kept in good condition, and illumination, if provided, shall be maintained in safe and good working order.
- (b) Weeds and grass shall be kept cut in front of, behind, underneath, and around the base of monument signs for a distance of ten feet, and no rubbish or debris that would constitute a fire or health hazard shall be permitted under or near such signs.

Secs. 30-97—30-150. - Reserved.

Sec. 30-151. - Temporary signs.

The following temporary signs are permitted in all zoning districts subject to the following regulations. It shall be unlawful to erect, cause to be erected, maintain, or cause to be maintained any temporary sign which fails to comply with the following regulations:

- (1) *Temporary business announcement signs* not exceeding 16 square feet in area and eight feet in height are permitted for a new business, or an existing business that has moved to a new location where there are no permanent signs for such business. Such signs are permitted for a period of not more than 60 days or until installation of permanent sign(s), whichever occurs first. No temporary announcement sign shall be permitted that exceeds either the number or size of permanent signs otherwise permitted by this chapter for the occupancy or location.

Sign permits are required for temporary business announcement signs.

- (2) *Construction signs.*

- a. One construction sign shall be permitted per construction project on each street frontage. The sign shall be erected no earlier than five days prior to the commencement of construction, shall be confined to the construction site, and shall be removed prior to issuance of a certificate of occupancy.
- b. Construction signs may only denote the name of the architect, engineer, contractor, subcontractor, owner, future tenant, financing agency, or other persons performing services or labor or supplying materials for the project.
- c. Maximum size limitations for construction signs shall be as follows:
 - 1. For all residential and nonresidential developments, one non-illuminated sign not exceeding 16 square feet in area and eight feet in height, may be erected on each street frontage.
 - 2. All construction signs must be located within the construction site.
 - 3. Sign permits are required for construction signs.

- (3) *Development signs.*

- a. A development sign may be permitted in any residential development wherein more than 20 percent of the total number of lots, homes, or living units remain unsold, subject to the following regulations:
 - 1. One non-illuminated development sign not exceeding 16 square feet in area and eight feet in height may be permitted at each street entrance into the subdivision or development.
 - 2. The sign shall be located within the subdivision or development site.

3. Permits for development signs shall be valid for no more than one year and may be renewed annually provided more than 20 percent of lots, homes or dwelling units remain unsold.
- b. One non-illuminated development sign per street frontage may be permitted in any commercial zoning district to promote the sale or rental or lease of lots or units within the development. The maximum sign area shall be 16 square feet and the maximum height shall be ten feet.
- c. Sign permits are required for all development signs.
- (4) *Election signs.* Election signs are permitted as follows:
 - a. *Sign area and height.* Election signs shall have a maximum area of four square feet and, if freestanding, a maximum height of three feet.
 - b. *Number.* In residential zoning districts, the number of election signs shall be limited to one per ten linear feet of street frontage. In commercial zoning districts, the number of election signs shall be limited to one per 20 feet of street frontage.
 - c. *Timing and removal.* Election signs may be erected no earlier than 30 days prior to the primary or general election to which they relate and shall be removed no later than ten days after the election; provided, however, that an election sign erected prior to a primary election may remain posted continuously until ten days after the general election when the candidate referenced in the sign advances from the primary to the general election. In the event an election sign is displayed on a site outside of the time period allowed herein, or in the event the number of election signs located on a property exceed the number permitted herein, such sign(s) remaining outside the allowed period or the excess number of such signs shall no longer be deemed election signs, but instead, based on the zoning district, shall be treated as and subject to all conditions and regulations applicable to residential signs or noncommercial signs for the site at which the sign is located. If the one "residential sign" or "noncommercial sign" allowed as exempt under § 30-6 is already located on the site where the election sign is located, then any such election sign displayed on a site either beyond the permitted time period for election signs or in excess of the number of allowed signs per site, such sign(s) shall no longer be deemed to be an exempt sign, but instead shall be treated as and subject to all conditions and regulations applicable to a non-exempt sign located on the site.
- (5) *Permit boards.*
- (6) *Special event signs.* For special events where a special event permit is required, no signs relating to the event shall be erected until a special events permit has been obtained from the town. The following regulations shall also apply:
 - a. Special event signs may be erected no earlier than 14 days prior to a proposed event and must be removed within two days after the event.
 - b. Special event signs shall not exceed 16 square feet in area and eight feet in height.
 - c. Banners may be strung for special events if approved as part of a special events permit and shall be subject to the same duration limitations as other special event signs.
 - d. The persons(s) or organization(s) sponsoring the special event shall post with the town a cash bond of \$200.00. The cash bond shall be refunded upon removal of the sign(s) by the sponsoring person(s) or organization(s) and verification of their removal by the town. The cash bond shall be forfeited to the town in the event one or more of the special event signs are not removed within two days after the conclusion of the special event.
- (7) *Real estate signs.* Real estate signs shall be permitted on properties where the owner is actively attempting to sell, rent or lease such property, either personally or through an agent, as follows:

- a. All properties listed for sale may have one non-illuminated sign, perpendicular to the roadway, that is not more than four square feet in area and five feet in height. Not more than one sign for each street frontage shall be permitted. Waterfront (canal, bay, lagoon or beach) properties may also have one monument sign which is no more than 12 inches in height and 24 inches in width and is located on the water frontage side of the property so that such sign is visible from the water.
 - b. The sign face may have the name of the licensed real estate professional, the real estate company or other licensed entity, any required professional indicia, and a phone number and/or address. The sign face may additionally state, "For Rent" or "For Lease" or both, but such statement must be included within the sign face.
 - c. No riders (such as name of agent, "sold," "sale pending," "pool," "price reduced," etc.) shall be attached to the sign.
 - d. If a property is both for sale and for rent, only one sign is allowed.
 - e. No signs may be fastened to trees.
 - f. No "goal post" supports are allowed.
 - g. "Open house" signs. "Open house" signs are allowed as follows:
 1. One "open house" sign per property per street and waterbody frontage.
 2. The area of any "open house" sign must not exceed four square feet in area and three feet in height, and the sign(s) may be placed only upon the property to be sold or leased.
 3. The sign(s) shall be displayed only when the premises are actually available for an inspection by a prospective buyer or tenant.
- (8) *Temporary directional signs.* For temporary events with a duration of one day or less, temporary directional signs may be placed in the right-of-way along Estero Boulevard and at each intersection on the most direct route between Estero Boulevard and the property where the temporary event is taking place. Such signs may be placed on the day of the event only and must be removed within 24 hours after the termination of the event. Such signs shall be no more than four square feet in area and may only contain a brief description of the event, the address for the event and a directional arrow.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-152. - Development identification signs.

Development identification signs shall be subject to the following:

(1) *Residential development identifications signs.*

- a. *Entrance signs.* Permanent wall or monument signs, for identification purposes only, giving only the name of the condominium, subdivision or development, may be permitted at each main entrance into such subdivision or development. Subdivision or development entrances which contain a median strip separating the entrance and exit lanes, may be permitted:
 1. A single monument sign located in the median strip of the entrance, provided that it is set back a minimum of 15 feet from the right-of-way of the public access road and a minimum of five feet from the edge of the pavement of the entrance and exit lanes; or
 2. Two single-faced signs equal in size and located on each side of the entranceway.
- b. *Limitations.*
 1. The condominium, subdivision or development shall have a property owners' association or similar entity which will be responsible for the maintenance of the sign.

2. The face of each permitted main entrance identification sign shall not exceed 25 square feet and five feet in height.
 3. The sign may be illuminated with a steady light so shielded as to not allow the light to interfere with vehicular traffic. See ch. 14 of this code for sea turtle lighting restrictions.
 4. The sign should be incorporated into accessory entrance structural features such as a wall or landscaping.
- (2) *Schools, churches, day care centers, parks, recreational facilities and libraries.* A school, church, day care center, park, recreational facility or library shall be permitted one monument or wall-mounted identification sign and one directory sign within the property line, with maximum sign area of 24 square feet and a maximum height of five feet.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-153. - Maximum sign area.

- (a) *Single- and multifamily residential uses in residential zoning districts.* Except for those signs identified as exempt signs in § 30-6 and temporary signs in § 30-141, no signs are allowed on sites containing residential uses in residential zoning districts. Any such exempt or temporary sign(s) located on a residential site in a residential zoning district shall comply with the regulations for exempt sign(s) contained in § 30-6 and the regulations for temporary signs contained in § 30-141.
- (b) *Commercial uses in commercial zoning districts.* All signs located in commercial zoning districts, except for those signs identified as exempt signs in § 30-6 and temporary signs in § 30-141, shall comply with the following sign area limitations:
- (1) For a parcel of land containing one or two business establishments, each separate business establishment shall be allowed a maximum of 32 square feet of sign area.
 - (2) For a parcel of land containing three or more business establishments, each establishment shall be allowed a maximum of 16 square feet of sign area. An additional 32 square feet of sign area may be utilized to identify the commercial development.
 - (3) The maximum sign area provided herein may be allocated among a combination of one or more monument signs, projecting signs, and/or wall signs.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-154. - Standards for monument signs, projecting signs and wall signs in commercial zoning districts.

Except as may be otherwise provided herein, all monument signs, projecting signs and wall signs located in commercial zoning districts shall comply with the following regulations:

- (1) Buildings that are required to meet the commercial design standards in § 34-991-1010, cannot install internally lit box signs (see Figure 30-1). When internally lit signs are permitted for buildings that are not required to meet the commercial design standards, the sign face must be designed so that illumination occurs only on individual letters or symbols. An opaque background panel must be used so that the internal light only passes through the letters or symbols. This requirement also applies to all signs with changeable copy. See Figure 30-2 for an example of illuminated letters on an internally lit sign face.

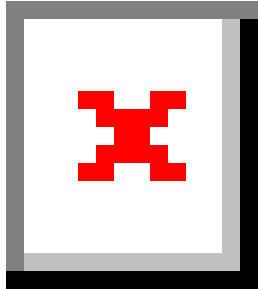


Figure 30-1 Figure 30-1

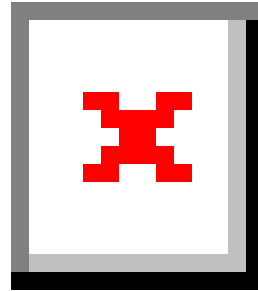
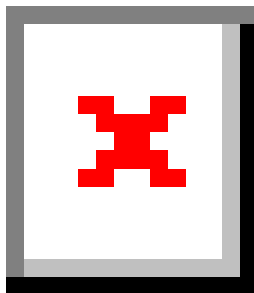


Figure 30-2 Figure 30-2



Desirable

- Signs are coordinated in size and placement with the building and storefront



Undesirable

- Building sign conceals the cornice
- Over-varied sign shapes create visual confusion
- Awning sign covers the masonry piers
- Sale sign too large for storefront and poorly placed in display window

Figure 30-3

- (2) *Location.* Monument signs must be set back at least three feet from any public right-of-way or roadway easement; provided, however, that monument signs may be located in a lawfully developed landscaped median strip that is within a public or private right-of-way or easement where the holder(s) of the right-of-way or easement have consented to the location of the monument sign in such right-of-way or easement. Monument signs located in such median strips must be set back a minimum of two feet from the edge of the pavement and must not violate the visibility requirements of § 34-3131. Wall signs and projecting signs may extend over public sidewalks provided they maintain a minimum clear height above sidewalks of eight feet and do not extend closer than two feet to an existing or planned curb.

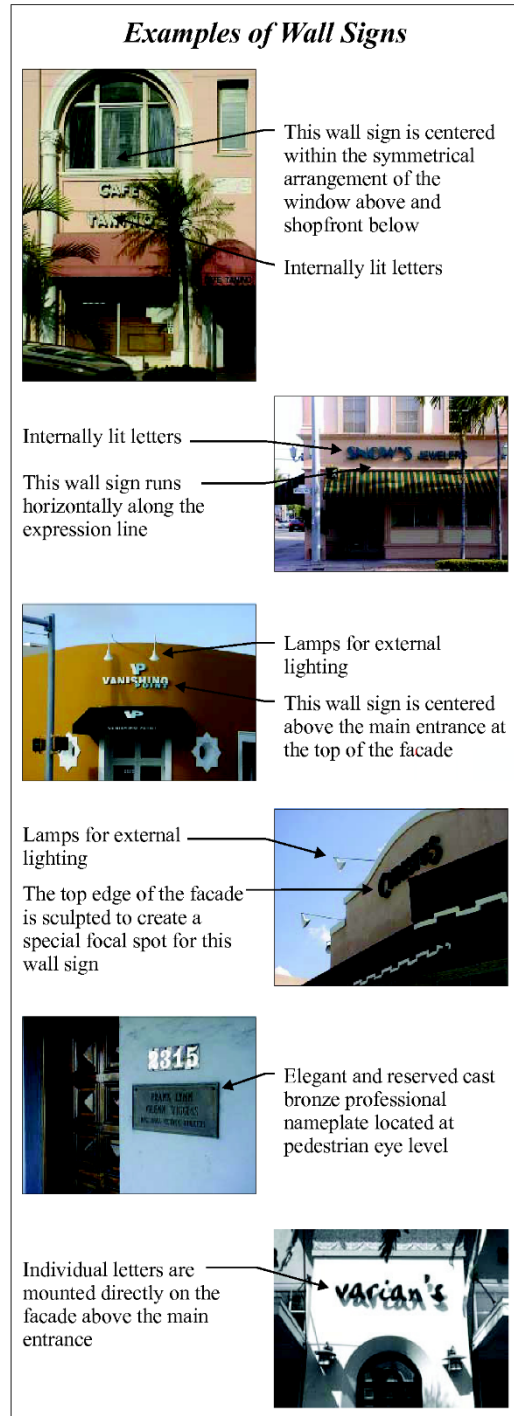
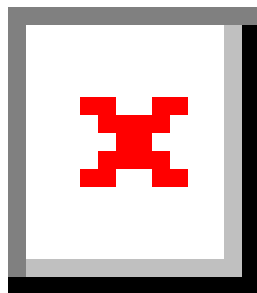


Figure 30-4

- (3) A wall sign must not extend above the lowest edge of the building's eaves or above the highest horizontal members of the fence or wall to which it is attached.

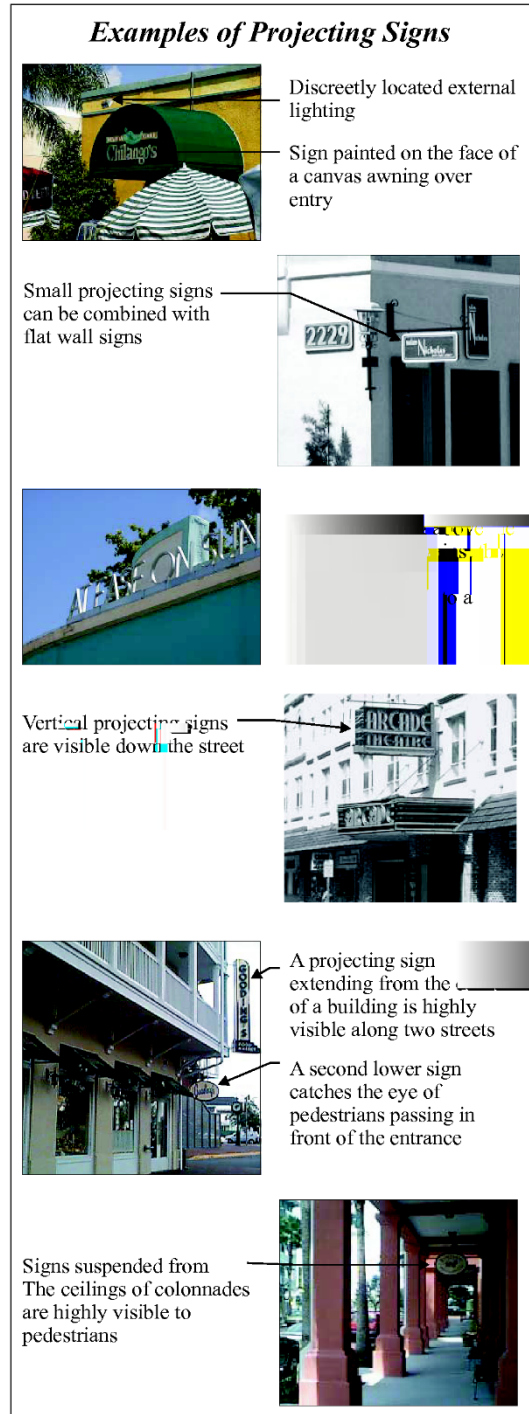
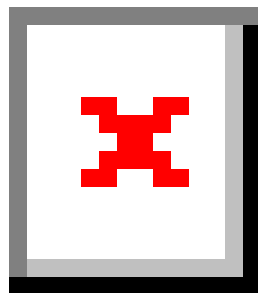


Figure 30-5

- (4) A projecting sign must not extend more than three feet above the lowest edge of the building's eaves.

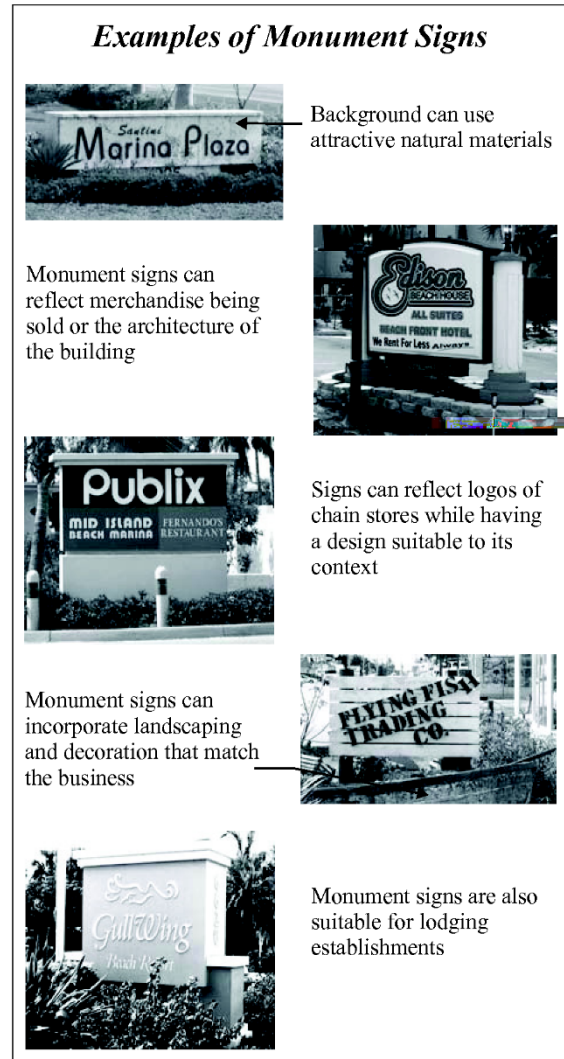
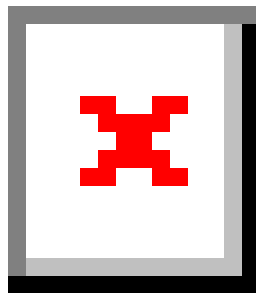


Figure 30-6

- (5) Monument signs may be elevated provided that the bottom of the sign is no more than 18 inches above the highest adjacent grade. The maximum height of a monument sign is five feet.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-155. - Severability.

- (a) **Generally.** If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter is declared unconstitutional by a final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter.
- (b) **Severability where less speech results.** This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. The town council specifically intends that severability shall be applied to these sign regulations even if the result would be to allow less speech in the town, whether by subjecting currently exempt signs to permitting or by some other means.

- (c) *Severability provisions pertaining to prohibited signs.* This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. The town council specifically intends that severability shall be applied to section 30-5, "Prohibited signs," so that each of the prohibited sign types listed in that section shall continue to be prohibited irrespective of whether another sign prohibition is declared unconstitutional or invalid.
- (d) *Severability of prohibition on off-premises signs and commercial advertising signs.* This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. If any or all of chapter 30 "Signs," or any other provision of the Town's Code is declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction, the town council specifically intends that that declaration shall not affect the prohibition on off-premises signs contained in section 30-5.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

1. **Requested Motion:**

Meeting Date: January 9, 2023

Authorize Town Manager to submit the FY23-24 Legislative Appropriation Request

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The following four legislative requests will be submitted:

1. Town Revenue Replacement,
2. Beach Renourishment,
3. Town Hall Replacement,
4. Island-wide Street Lighting

Attachments:

1. APR Form Guidance FY 2023-24

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 1/3/2023
Approved - 1/4/2023
Approved - 1/4/2023
Final Approval - 1/5/2023

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. **Title of Project:** *For education projects please put the name of the school preceding the title. For example, "University of XX – new program or new building." For water projects, please put the name of the County or City preceding the title.*
2. **Date of Submission:** *This field will be automatically generated at the time of submission.*
3. **House Member Sponsor:** *The submitting member's name is automatically generated by the APR system.*
4. **Details of Amount Requested:**

- a. Has funding been provided in a previous State budget for this activity? ☐ Yes ☐ No *If "no" skip to 4d, Column E.*
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed? ☐ Yes ☐ No *If vetoed, check if recurring and/or nonrecurring funds:* ☐ Recurring ☐ Nonrecurring
- d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2022-23 <i>(If appropriated in FY 2022-23 enter the appropriated amount, even if vetoed.)</i>			Develop New Funds Request for FY 2023-24 <i>(Requests for additional RECURRING funds in Column E are prohibited.)</i>		
Column:	A	B	C	D	E	F
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Nonrecurring plus Recurring Base Funds
Input Amounts			<i>Automatic Calculation</i>	<i>Automatic Calculation</i>		<i>Automatic Calculation</i>

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

e. Provide the total cost of the project for FY 2023-24 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request	<i>Automatic Entry from Total 4d, Col E</i>	<i>Automatic Calculation</i>	<i>Yes/No required for any positive answer in the amount column.</i>	
2. Federal	0	<i>Automatic Calculation</i>	☐ Yes	☐ No
3. State (Excluding the requested Total Amount in #4d, Col F)	0	<i>Automatic Calculation</i>	☐ Yes	☐ No
4. Local	0	<i>Automatic Calculation</i>	☐ Yes	☐ No
5. Other	0	<i>Automatic Calculation</i>	☐ Yes	☐ No
TOTAL				

5. Is this a multi-year project requiring funding from the state for more than one year? Yes ☐ No ☐

a. How much state funding would be requested after 2023-24 over the next 5 years?

[<Click to Select>](#)

Estimate the total state funding that will be requested over the next 5 years, including the current request. Include both nonrecurring funding and any annual operating funding that will be requested when you select an answer.

b. How many additional years of state support do you expect to need for this project?

[<Click to Select>](#)

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

[<Click to Select>](#)

Provide the total nonrecurring cost of the project for all years assuming the project has a beginning and a completion. Include all funds required to complete the project including federal, state, local and other funds needed. For any projects that are ongoing in nature (such as recurring administrative or operating costs) select "on-going activity – no total cost".

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

6. Which is the most appropriate state agency to place an appropriation for the issue requested?

[<Click to Select>](#)

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? Yes ☐ No ☐
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

500 maximum characters allowed

7. Requester:

- a. First Name: Last Name:
- b. Organization:
- c. Email:
- d. Phone #:

8. Contact for questions about specific technical or financial details about the project.

- a. First Name: Last Name:
- b. Organization:
- c. Email:
- d. Phone #:

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None

- a. First Name: Last Name:
- b. Firm:
- c. Email:
- d. Phone #:

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

10. Organization or Name of entity receiving funds: *If the entity ultimately receiving the funds is a state agency, the request might not be an appropriations project as defined by House Rule 5.14. Please refer to House Rule 5.14 to ensure that the request fits the definition of an appropriations project.*

a. Name:

b. County (County where funds are to be expended)

<Select County Name>

c. Service Area (Counties being served by the service(s) provided with funding)

Please note that the County where the funds are to be expended, often is, but may not always be, the County receiving the services. For example, a building may be built in and/or funds expended in Leon County for a particular program that may provide either statewide services or services to Leon, Gadsden, and Wakulla counties.

11. What type of organization is the entity that will receive the funds?

<Click to Select>

If other, please describe:

12. What is the specific purpose or goal that will be achieved by the funds being requested?

500 maximum characters allowed

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

13. Provide specific details on how funds will be spent. (Select all that apply)

In the Description column for each applicable Spending Category, briefly describe how the funds in that Spending Category will be used. For example, "Salaries will be used to hire a part-time driver to assist with delivery of meals." In the Amount Requested column, list the amount to be spent on that Spending Category. The sum of amounts must equal the total nonrecurring request in Question 4d, Column E.

Spending Category	Description	Amount Requested (Total should equal 4d, Col. E) Enter '0' if request is zero for the category
Administrative Costs		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Operational Costs		
Salaries and Benefits		
Expenses/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Fixed Capital Construction/Major Renovation		
Construction/Renovation/ Land/Planning Engineering		
Total Requested		0

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

<Click to Select>

Select the ownership category for the owner of the facility being planned, constructed, renovated, or improved or which represents the owner of land being purchased, improved, or surveyed.

If other, please describe:

100 maximum characters allowed

15. Is the project request an information technology project? Yes ☐ No ☐ **If "No" or a water project, skip to #16**

a. Will this information technology project be managed within a state agency to support state agency program goals? Yes ☐ No ☐

b. What is the total cost (all years) to design and build the project?

This amount should total all nonrecurring costs expected over the entire project lifecycle by fiscal year, identifying all one-time costs from project initiation to implementation.

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

This cost should total the annual amount necessary to sustain the project once completed, to include personnel (state FTE and contractors), application maintenance (such as annual software as a service (SaaS) licensing/usage costs, hardware lease/purchase), data center services, plant and facility costs (such as call center space or offices for support staff), and any other recurring costs.

d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? ☐ Yes ☐ No

e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed *Provide a clear statement of need that describes the conditions that created, or significantly contributed to, the problem or opportunity being addressed by the project. Document the current status of the program or service and describe in detail all areas that need improvement that the project will address, i.e., current inefficiencies, problems and/or shortfalls.*

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed *Clearly identify the results that must be achieved from the proposed solution that will prove the project was successful. Propose any quantifiable business metrics that could be used to determine project success.*

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ☐ Yes ☐ No

Please describe:

400 maximum characters allowed. If you are unable to describe the documented show of support please answer "No." If support for the requested funding is documented select "YES." If "YES" is selected, provide the date of approval, the dates of meetings where support was documented, types of meetings, names or numbers of people or organizations writing letters of support, or any other information regarding the documented support.

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? Yes ☐ No ☐
Please describe:

400 maximum characters allowed. If you are unable to describe the documented study please answer "No." If support for the requested funding is documented by a study select "YES." If "YES" is selected, provide the title, author, and date of the report or study, who requested the study or report, and briefly describe the findings which support funding.

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

Water projects skip to #19

18. Will the requested funds be used directly for services to citizens? ☐ Yes ☐ No

If the funds requested are for direct services to citizens, select the description that best fits the population group being served. More than one group may be selected.

If the group being served is not listed check "Other" and provide a brief description of the group.

- a. What are the activities and services that will be provided to meet the purpose of the funds?

400 maximum characters allowed

- b. Describe the direct services to be provided to the citizens by the funding requested.

400 maximum characters allowed

- c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

Elderly Persons

Persons with poor mental health

Persons with poor physical health

Jobless persons

Economically disadvantaged persons

At-risk youth

Homeless

Developmentally disabled

Physically disabled

Other, please describe:

Drug users (in health services)

Preschool students

Grade school students

High school students

University/College students

Currently or formerly incarcerated persons

Drug offenders (in criminal Justice)

Victims of crime

General (The majority of funds will benefit no specific group)

Required if 18c - Other is checked (100 maximum characters allowed)

- d. How many in the target population are expected to be served?

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome <i>In this column, describe the specific measure of the benefit or outcome. For example, an outcome may be improved physical health. A measure may be reduced blood pressure in patients with high blood pressure. Do not select as a measure the number of persons receiving services.</i>	Describe the method for measuring level of benefit or outcome <i>In this column, describe how the outcome will be measured. For example, the outcome of improved physical health, where the measure is reduced blood pressure, could be evaluated by recording the blood pressure of all patients receiving services after 2, 4, and 6 months of treatment and comparing the results to untreated populations.</i>
Improve physical health		
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality		
Protect the general public from harm (environmental, criminal, etc.)		

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions		
Increase or improve economic activity		
Increase tourism		
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management		
Improve stormwater management		
Improve groundwater quality		
Improve drinking water quality		
Improve surface water quality		
Other (Please describe)		

The Florida House of Representatives

Appropriations Project Request Guidance - Fiscal Year 2023-24

The questions below are additional questions for water projects only

20. Have you applied for alternative state funding?

- a. ☐ Wastewater Revolving Loan
- b. ☐ Drinking Water Revolving Loan
- c. ☐ Small Community Wastewater Treatment Grant
- d. ☐ Other (Please describe)
- e. ☐ N/A

21. What is the population economic status?

- a. ☐ Financially Disadvantaged Municipality
- b. ☐ Rural Area of Critical Economic Concern
- c. ☐ Rural Community Experiencing Economic Distress
- d. ☐ N/A

22. What is the status of construction?

Construction is the actual building or implementation of the project. Select the construction status as of the date that you are filling out the form. Select "Ready" if the project construction process is ready to begin or has begun. Typically the construction process is only ready when the planning, design, and permitting processes have been completed. Select "Not Ready" if the construction process is not ready to begin and planning and/or design still need to be done.

- a. ☐ Ready
- b. ☐ Not Ready

23. What percentage of construction has been completed?

Input the percentage of the project construction process that has been completed as of the date that you are filling the form. If the process has not begun, input 0%.

 %

24. What is the estimated completion date of construction?

1. **Requested Motion:**

Meeting Date: January 9, 2023

Approve Lee County Tourist Development Council grant request for Fiscal Year 2024.

Why the action is necessary:

Town Council approval is necessary for grant application submittal. The Town of Fort Myers Beach has historically matched the grant request by paying for some items that are not eligible for reimbursement, such as uniforms, cell phones, radios, parking signs, and insurance premiums. The Town also provides a match for items that are eligible for reimbursement, such as a small portion of in-house labor, equipment, vehicles, signage and janitorial supplies. The grant awarded last year was 1,408,825 with a town match of 218,090. See attached funding request and match for FY24.

What the action accomplishes:

TDC funding allows the Town of Fort Myers Beach to receive funds to support the upkeep of 29 public beach accesses, including the landscape and public restrooms at Mound House and Newton Beach Park and Beach Profile Monitoring.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Lee County Tourist and Development Council

In 1982, Lee County citizens voted by referendum to form a tourism organization that would promote Lee County's off-season vacation assets in the United States and abroad. A two-percent tax on short-term accommodations was approved to support the new Lee County Tourist Development Council (TDC) and its promotions. In 1988, an additional one percent tourist tax was levied to a total of three percent to support the Beach & Shoreline Capital Improvement Program.

The Tourist Development Council is a nine-member Council appointed as an advisory committee to the Lee County Board of County Commissioners (BOCC). TDC members oversee the entire tourist development tax fund, provide direction on programs and budget, and review the expenditures of the Lee County Visitor & Convention Bureau (VCB) quarterly.

The TDC appointed seats are comprised of three elected officials, three representatives from accommodations collecting the tourist tax, and three representatives from tourism-related industries, as directed by Florida Statute 125.0104.

Each year the TDC approves funding for the maintenance of Lee County beaches, for beach renourishment projects, and for beach and shoreline capital projects such as piers, boardwalks, parks and re-vegetation.

In 2005, the BOCC approved an additional two percent tourist tax to a total of five percent in order to compete in an ever-changing world and an increasingly competitive travel market.

Our beaches and ecology are the main draw of visitors to Lee County, and the beach and shoreline program serves as a great enhancement to these assets with funding provided by the tourist development tax. Utilizing 26.4% of the five-cent bed tax, this program has provided more than \$100 million dollars to variety of county wide projects related to beach maintenance, beach nourishment, and park development. Each of these projects represents a cooperative effort with governmental agencies in Lee County from our local municipalities to the federal government. With the countywide nature of the program, new recreational opportunities are being provided in areas of Lee County that our visitors have not historically frequented, thus

encouraging further exploration.

This program provides direct benefits to visitors and residents alike, all with the goal of promoting tourism while preserving and enhancing our beaches and shoreline. Many of these projects have proven to have a major impact on visitor activity.

For more information, visit <https://www.leevcb.com/funding-programs/beach-and-shoreline>.

Attachments:

1. FY23-24 Final draft timeline
2. Report - Tourist Tax - December 2022 TDC - October 2022 Data
3. fy23BSwebinar
4. Beach and Shoreline ineligible items for funding
5. Town of Fort Myers Beach TDC Project Requests FY23 24
6. Beach Shoreline Program Approval Criteria
7. f2a. Beach Shoreline Funding Guidelines SOP
8. TownFMBTDCFundingfy2000thru2023

Financial Impact:

The TDC has provided the Town of Fort Myers Beach with millions of dollars of funding over the years for Beach Renourishment, Beach Monitoring and the Maintenance of the Beach Accesses including Mound House and Newton Beach Park properties. See attached proposal for past funding amounts.

6. Alternative Action

Do not approve

7. Management Recommendations:

Approve Request

8. Recommended Approval:

Alison Giesen, Director of Cultural, Parks & Recreation
Alison Giesen, Director of Cultural, Parks & Recreation
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 12/29/2022
Approved - 12/29/2022
Approved - 1/3/2023
Approved - 1/4/2023
Final Approval - 1/5/2023



**Application Timeline for
Fiscal Year 2023-2024
Lee County Beach & Shoreline Project Funding**

Date	Activity
Thursday, January 19, 2023	Application webinar - 3:00 p.m. <i>CLICK to Register</i>
Friday, March 10, 2023	Application deadline - 5:00 p.m. <i>all requests must be submitted online</i>
<i>March 13-16, 2023</i>	<i>Lee County staff / legal review</i>
Thursday, March 30, 2023	Coastal Advisory Council Review Workshop* 9:00 a.m.
Wednesday, April 26, 2023	TDC Review Workshop** 2:00-4:00 p.m.
Thursday, May 11, 2023	Formalization of funding recommendations by TDC
September, 2023	Board of County Commissioners formalizes funding during annual budget process.
<i>Requesting agencies must participate in the Application webinar</i> <i>Review Workshop Locations:</i> <i>*March 30, CAC Workshop will be in Lee County Public Works- Conference Room 1B</i> <i>**April 26, TDC Workshop will be in Lee County Admin East- Conference Room 118</i>	

TOURIST DEVELOPMENT TAX COLLECTIONS BY FISCAL YEAR
LEE COUNTY, FLORIDA



DATE	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23*
PRIOR YEARS	\$293,891	\$272,352	\$154,208	\$268,291	\$189,153
OCTOBER	\$1,751,274	\$2,105,908	\$2,186,640	\$3,313,318	\$1,859,291
NOVEMBER	\$2,305,909	\$2,723,914	\$2,346,489	\$4,018,703	\$20,359
DECEMBER	\$3,606,913	\$3,980,780	\$3,705,792	\$5,409,418	\$1,368
JANUARY	\$4,517,038	\$5,679,166	\$5,191,962	\$7,814,838	\$0
FEBRUARY	\$5,408,214	\$6,977,206	\$5,605,890	\$8,147,999	\$0
MARCH	\$9,142,600	\$6,343,119	\$8,780,312	\$11,351,628	\$1,125
APRIL	\$3,893,737	\$462,123	\$5,698,894	\$6,942,974	\$0
MAY	\$2,626,557	\$829,061	\$4,542,141	\$4,462,512	\$0
JUNE	\$2,947,117	\$2,365,010	\$4,847,011	\$4,694,485	\$0
JULY	\$2,814,052	\$2,687,649	\$4,966,395	\$4,938,192	\$0
AUGUST	\$1,829,008	\$1,981,712	\$2,882,670	\$3,062,256	\$0
SEPTEMBER	\$1,546,207	\$1,839,289	\$2,412,636	\$2,069,547	\$0
(-) REFUNDS	\$0	\$0	\$0	\$0	\$0
FUTURE YEARS	\$20,462	\$19,447	\$11,845	\$13,314	\$0
TOTAL	\$42,702,977	\$38,266,735	\$53,332,883	\$66,507,476	\$2,071,295
% CHANGE YOY	1.41%	-10.39%	39.37%	24.70%	-38.25%

*Collections through October 2022

For further Information, please contact: 239-338-3500



it's a
good
day

fort
MYERS
ISLANDS, BEACHES & NEIGHBORHOODS

TDC Beach & Shoreline Funding FY 2022-23 Application Webinar



Topics

- Tourist Development Tax funding
- Beach & Shoreline Program goals
- Project eligibility
- Reporting
- Application process



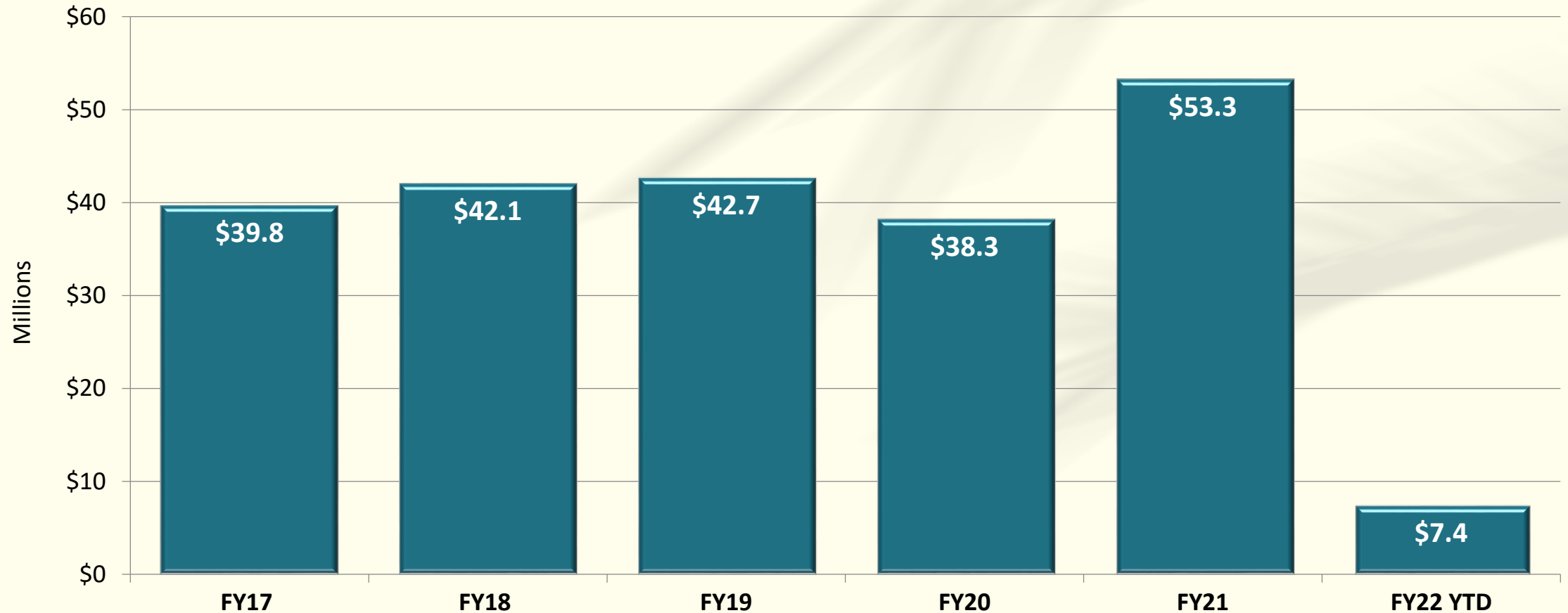
The Value of Tourism

Visitation to Lee County 2020	3.4 million
Visitor Expenditures 2020	\$2.6 billion
Tourist Tax Revenue FISCAL YEAR 2019-20	\$38.3 million
Jobs County Residents Employed Directly or Indirectly by Tourism 2020	49,006

Sources: Visitor Profile and Occupancy Analysis (DSG) & Lee County Clerk of Courts

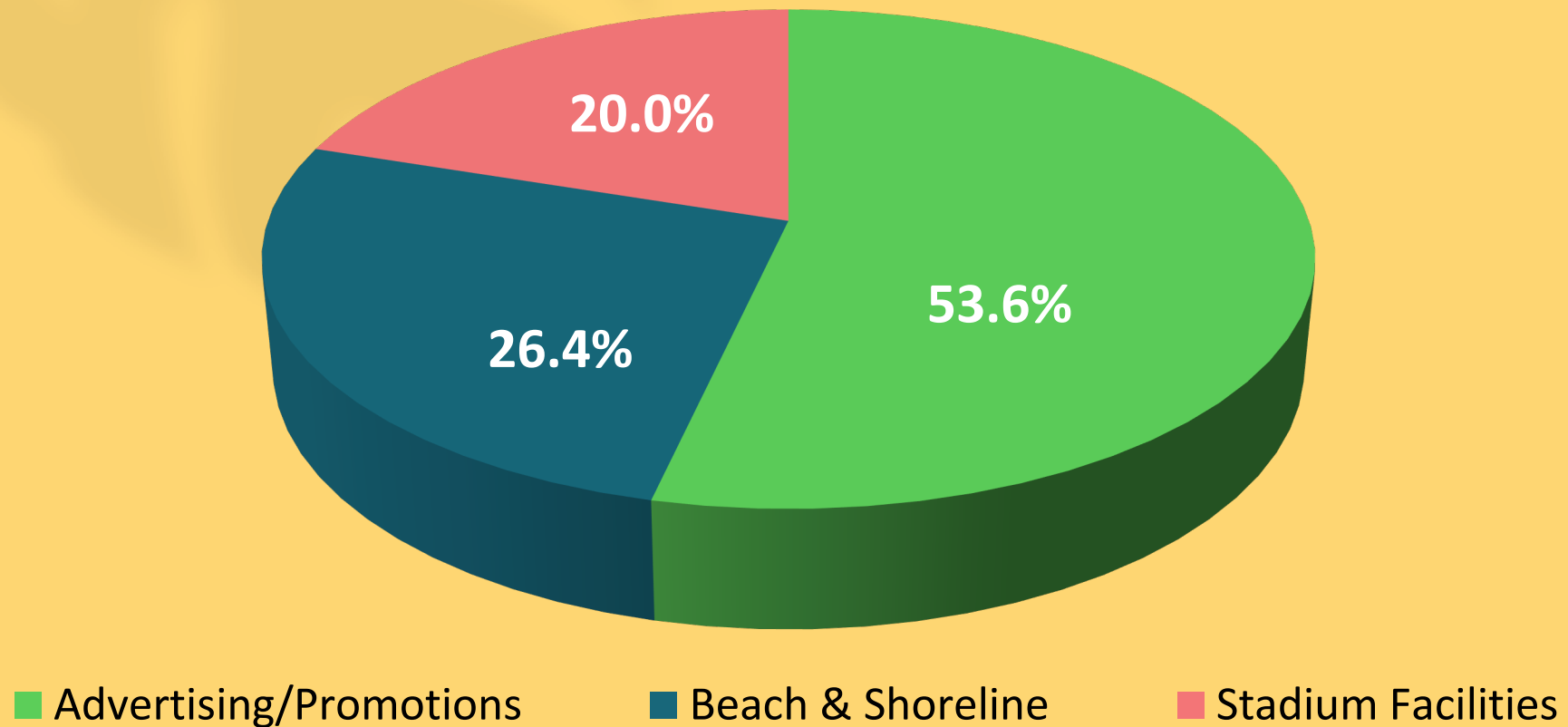
<https://www.leevcb.com/education-and-resources/statistics>

Tourist Tax Revenue



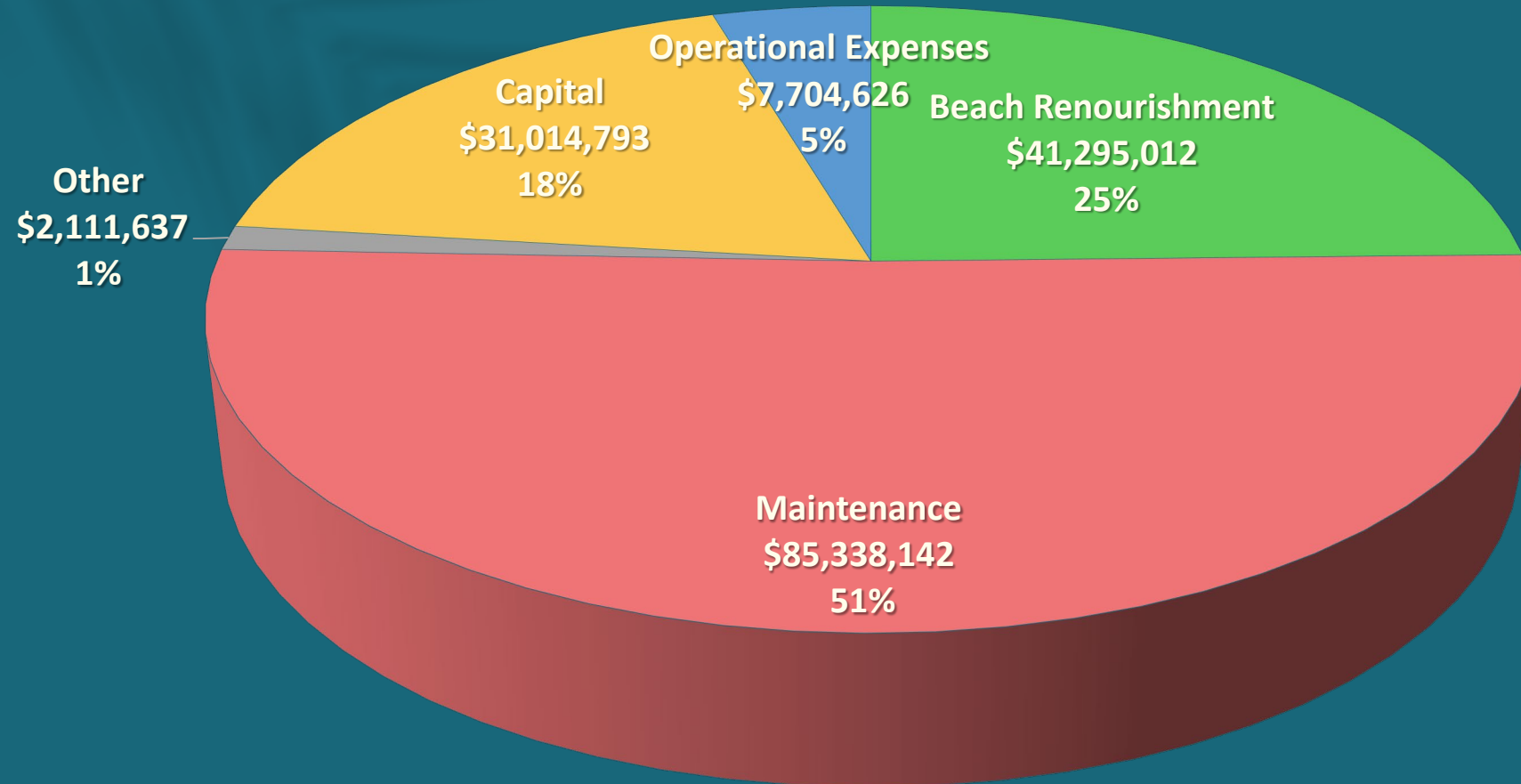
Source: Lee County Clerk of Courts

Tourist Tax Allocation



Source: [Lee County Ordinance 16-18](#)

TDC Beach & Shoreline Funding Allocations FY2000-2022



Total: \$167,464,209

Eligible for funding...



Shoreline renourishment, restoration and erosion control

Beach maintenance and emergency clean-up

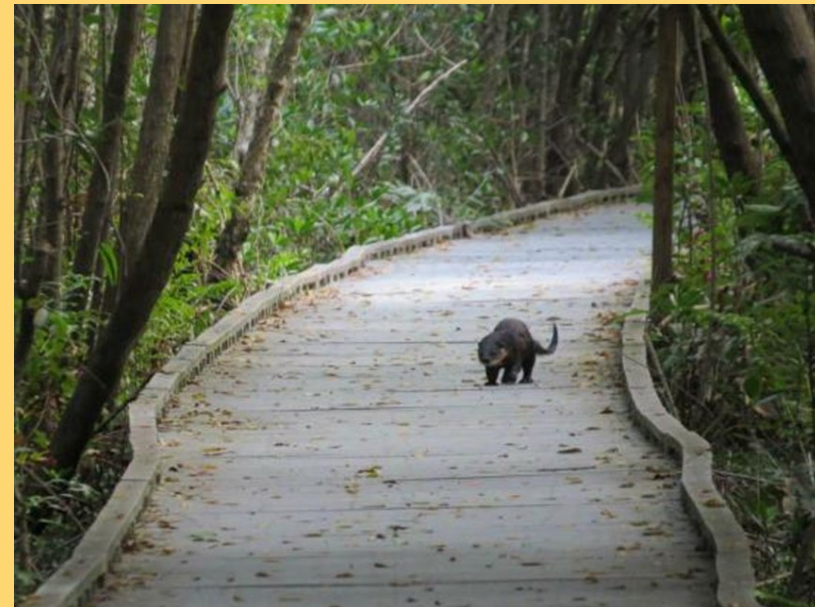
Public Beach park facilities and beach, channel, estuary or lagoon improvements.

Program Management

26.4% of Annual Tourist Tax Collections
Governed by Florida Statute 125.0104

Approval criteria

- Must meet the legal requirements set forth in FS 125.0104 and Lee County Ordinance 16-18. Applicant shall clearly delineate the project's proximity to and enhancement of the beach or shoreline.
- Must demonstrate a direct and quantifiable benefit in enhancing the Lee County tourism product. Consideration will be given to projects that diversify the destination in terms of tourism assets spread throughout Lee County.
- Applicant must provide assurances that all other appropriate funding sources have been explored. Priority will be given to projects that have matching funds. The requesting agency must provide information on the source(s) for future operating and maintenance cost. The total project cost must be identified in the initial request. The project must also be scheduled to reflect phased costs if the design and construction cross more than one fiscal year.
- Must have a well-defined scope of work that demonstrates the project is feasible and permissible through all required regulating agencies within a specified time frame. The project itself and a breakdown of costs must be thoroughly described. Evaluation will be based on clearly presented information regarding project description, feasibility and cost breakdown.



Ineligible Items

- Buildings not open to the public
- Communication devices
- Indirect costs
- Motorized boat ramps
- Picnic Tables/grills
- Recreational equipment
- Privately owned facilities
- Security cameras
- Travel related items/tolls
- Uniforms/safety gear



Please note: This list is intended to serve as a guideline only. All requests are subject to a legal review by the Lee County Attorney's Office.

Beach Nourishment Projects

- Beach Renourishment Trust Fund
- Detailed realistic timeline by phase
- Seek federal, state, and local funding
- Design and permitting
- Monitoring





CAPTIVA

- Project Construction: September 1st – November 10th
- Project Length: 4.85 Miles of Beach
- Estimated Fill Volume: 820,000 Cubic Yards of Sand
- Fill Source: Borrow Area VI-E≈ 8.3 Nautical Miles Offshore
- 350,000 Dune Plantings

Total Project Cost ≈ \$19.5 Million

Maintenance Projects

Reimbursable expenses must directly relate to the repair, protection and/or enhancement of the beach, shoreline and/or beach park facility.

- Personnel – in house or contractual*
- Contractual services
- Maintenance supplies
- Equipment/vehicles*
- ADA accessibility



*Staff and vehicles must be 100% dedicated to beach park facilities to be eligible for funding.

Capital Projects

- Timeline with phasing
- D&P / Construction
- Agency funds available



Sirenia Vista Park



Expectations

- Upon VCB budget approval, interlocals and funding contracts will be issued to projects recommended for funding at start of fiscal year.
- Status reports are due to VCB program manager in March & September and upon project completion. Capital projects must request an extension to carry funds forward.
- Balances on Maintenance projects after all expenses have been paid thru that current fiscal year will be returned to reserves.
- Access the Status report form via www.leevcb.com/funding-programs
- TDC recognition

Lee County Project #:	403302 (FY20)			
Project Name:	Shoreline Erosion Protection Project			
Agency Name:	City of Sanibel			
Project Manager:	Name: Joshua Holler			
	Telephone Number: 239-472-6397			
	Email: joshua.holler@mysanibel.com			
Reporting Period: Check One:	☒ Quarter 1 (Oct.-Dec.)	☐ Quarter 2 (Jan.-Mar.)	☐ Quarter 3 (Apr.-June)	☐ Quarter 4 (July-Sept.)
Provide a summary of activity to date.				
Installation of the sheet pile wall, rock revetment, 5,000 cy sand (of 12,000 cy permitted by DEP) and initial plantings were completed in June 2020. Additional dune stabilizing vegetation was planted in August 2021, including 1,000 sea oats, 270 dune shrubs and groundcovers (6 species) and 75 trees (4 species). Unfortunately, nearly 70% of the newly planted vegetation was lost due to significant cold fronts during Q1 of 2022. Despite this vegetation loss, many of the plants installed initially continue to thrive and the project continues to perform as designed to protect & maintain the integrity of Sanibel-Captiva Road.				
CAPITAL PROJECTS: Provide an update on the estimated time for completion and an explanation for any anticipated delays.				
The City will continue to monitor sand loss and/or accretion and establishment/survival of stabilizing dune vegetation in the project area to determine if placement of the remaining quantity of permitted sand (7,000 cy) or additional dune plantings are necessary in the future.				



Photo 1. Site conditions on 1/11/22 looking southeast

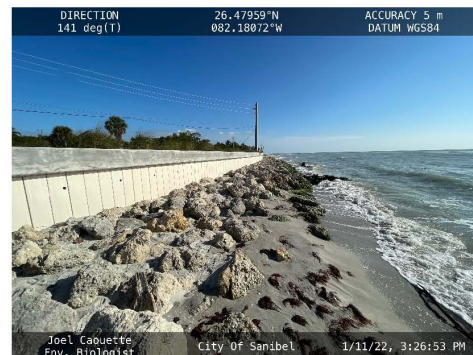


Photo 2. Site conditions on 1/11/22 looking southeast



Photo 3. Site conditions on 1/11/22 looking northwest



Photo 4. Site conditions on 1/11/22 looking southeast



Photo 5. Site conditions on 1/11/22 looking northwest

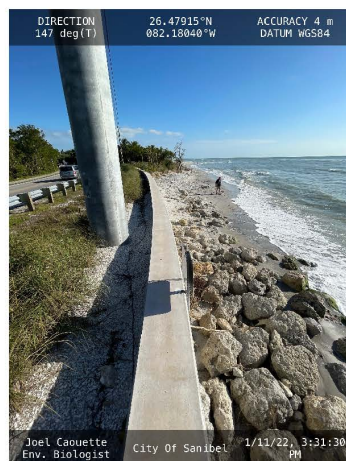


Photo 6. Site conditions on 1/11/22 looking southeast



Red Drift Algae Report

12/08/2019

Date

Location		Condition	
Lighthouse Area - (Fishing Pier to Lighthouse Point)			
		How Wide of Swath?	15 ft
		How deep is Swath?	1-4 in
		Any Floating in the water?	NO
		Volume / Condition	LIGHT
		Any Odor Present?	NO
Lighthouse Area - (Lighthouse Point & Lighthouse Gulfside)			
		How Wide of Swath?	29 ft
		How deep is Swath?	1-3 in
		Any Floating in the water?	YES
		Volume / Condition	LIGHT
		Any Odor Present?	YES
Gulfside City Park (Algiers)			
		How Wide of Swath?	30 ft
		How deep is Swath?	1-3 in
		Any Floating in the water?	YES
		Volume / Condition	LIGHT
		Any Odor Present?	NO
Tarpon Bay Beach Park			
		How Wide of Swath?	20 ft
		How deep is Swath?	1-3 in
		Any Floating in the water?	YES
		Volume / Condition	LIGHT
		Any Odor Present?	NO
Bowman's Beach Park			
		How Wide of Swath?	0
		How deep is Swath?	0
		Any Floating in the water?	NO
		Volume / Condition	NONE
		Any Odor Present?	NO

Emergency/Out of cycle Requests

1. Emergency Beach Cleanup
2. Emergency Renourishment Request

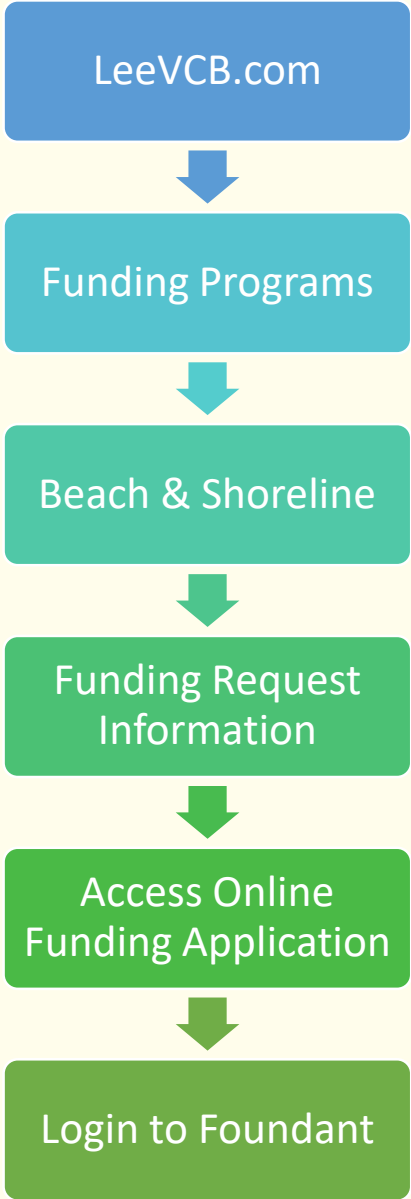
- Brief summary & reason for request
- Location impacted & photos
- Estimate from contracted vendor
- Estimated duration of clean up
- Permit status
- Agency funds available



Reimbursement Process

- Requests for reimbursements should be made in a timely manner. Monthly or quarterly is recommended.
- Invoice instructions are provided with the interlocal agreement
- Examples of required backup documentation will be provided to agency fiscal staff with funding contracts.
- Preparing complete invoices results in timely reimbursement
- Ineligible expenses will not be reimbursed
- Send reimbursements electronically to vcb-invoices@leegov.com

Application Process



[Home](#) [Apply](#) [Organization History](#) [Fax to File](#)

Applicant Dashboard

Public Profile

Applicant:
Michael Campbell
Mcampbell@leegov.com
239.533.8133
1500 Monroe St. 3rd Floor
Ft. Myers, FL 33901

Organization:
Lee County Division of Natural Resources

(239) 533-8109
1500 Monroe St. 3rd Floor
Ft. Myers, FL 33901
[Contact Email History](#)

If your organization information does not appear correct, please click the edit (pencil) icon.

Active Requests **5**

Historical Requests **1**

▼ 1 - Beach Nourishment Trust Fund 2021

Process: Beach & Shoreline Funding Request 2021-22

Application	Submitted	02/18/2021	View Application
Decision	Undecided		

▼ 1 - BN - Beach Renourishment Trust Fund 2020

Process: Beach & Shoreline Funding Request 2020-21

[Apply](#)[Organization History](#)[Fax to File](#)

Application

[Question List](#)

[Apply](#) / [Beach & Shoreline Funding Request FY 2022-23](#) / [Application](#) / [Preview](#)

 Fields with an asterisk (*) are required.

▼ Project Name

Project Name*

Name of Project

> Project Summary

> Funding Request

> Other Funding Sources

> Request Narrative

> Budget Information

> Maps

> Signature

FORMS

BUDGET BREAKDOWN

Project Name:

Operation Beach and Shoreline Maintenance

	TDC Request	Agency Match	Total
Personnel			
In-house Labor	\$1,436,750.00	\$332,379.00	\$1,769,129.00
Contract Labor	\$37,024.00	\$1,490.00	\$38,514.00
Contracted Services			
Janitorial Services	\$45,257.00	\$3,650.00	\$48,907.00
Landscape Maintenance	\$95,806.00	\$11,157.00	\$106,963.00
Travel			
Bridge Tickets & Passes (Transponders)		\$199.00	\$199.00
Communications			
Cellular Phones/Pagers		\$124,209.00	\$124,209.00
Radios			\$0.00
Repairs & Maintenance			
Building Maintenance	\$5,668.00	\$207.00	\$5,875.00
Maintenance Materials	\$3,739.00	\$380.00	\$4,119.00
Vehicle Maintenance	\$21,070.00	\$1,652.00	\$22,722.00
Equipment Maintenance	\$38,886.00	\$858.00	\$39,744.00
Equipment Repair Parts	\$8,711.00	\$9,024.00	\$17,735.00
Other Charges & Obligations			
Indirect Cost		\$31,188.00	\$31,188.00
Operating Supplies			
Fuel & Lubricants	\$10,288.00	\$1,451.00	\$11,739.00
Uniforms			\$0.00
Janitorial Supplies	\$35,322.00	\$3,124.00	\$38,446.00
Maintenance Supplies	\$16,749.00	\$11,299.00	\$28,048.00
Signage		\$560.00	\$560.00
Utilities			
Electric	\$16,456.00	\$3,827.00	\$20,283.00
Water & Sewer	\$69,238.00	\$6,932.00	\$76,170.00
Solid Waste Removal	\$74,399.00	\$21,012.00	\$95,411.00
Insurance			
Insurance Premiums		\$86,074.00	\$86,074.00
Equipment			
Equipment	\$54,784.00	\$15,361.00	\$70,145.00
Vehicles			\$0.00
Construction - Capitol Projects Only			
Architect & Engineering Services			\$0.00
Permits			\$0.00
Site Preparation			\$0.00
Construction			\$0.00
Contingency			\$0.00
TOTAL	\$1,970,147.00	\$666,033.00	\$2,636,180.00

Notes: 1. Buildings must be open to the public in order to be eligible for funding.

2. Personnel/Equipment must be 100% assigned to the project in order to be 100% eligible for funding.

FY 20 TDC SUMMARY BY SITE BASED ON CURRENT LEVEL OF SERVICE

Facility	Operating Expenses	Agency Match
Alison Hagerup Beach Park	100	300
Andy Rosse Lane	0	300
Bat House Park	4,900	3,000
Blueways	37,800	11,200
Boca Grande Accesses	8,000	5,900
Bonita Beach Access #1	4,200	6,200
Bonita Beach Accesses - all other	3,200	5,600
Bonita Beach Park	74,200	35,300
Bowditch Point Park	100,700	33,700
Bunche Beach	16,500	13,900
Causeway Islands	91,000	22,900
Crescent Beach Family Park	32,800	12,600
Dog Beach	6,800	5,600
Estero Island Beach Accesses	1,600	900
Frizzell-Kontinos (Punta Rassa) Boat Ramp	0	73,800
Imperial River Boat Ramp	0	14,200
Lavender's Landing	0	3,400
Little Hickory Island Beach Park	11,100	8,400
Lynn Hall Memorial Park	122,800	32,600
Main Street Parking	2,500	2,000
Matanzas Bridge Fishing Pier	0	1,600
Matanzas Pass Preserve	8,500	5,600
Matlacha Boat Ramp	0	6,200
Pine Island Commercial Marina	0	31,100
Turner Beach	0	300
Manatee temps	8,800	0
Heavy Equipment (489 hrs X \$23/hr)	11,247	0
Ranger salaries (5,000 x \$26/hr)	0	130,000
Bat House Park staff	7,000	0
Boat Ramp staff (LL, Matlacha, PICM)	0	115,820
Boca Grande Accesses staff (Rangers as match)	43,200	83,613
Beach temps (incl in operating)	0	0
Shoreline staff (incl in operating)	0	0
Total Operating	\$596,947	\$666,033
Plus Beach Salaries & Benefits	\$1,343,200	
Total Current Expenses	\$1,940,147	
FY 20 New Requests	\$30,000	
Grand Total	\$1,970,147	



Deadlines:

- Project request: March 2
- Active Project Status: March 30

Review Workshops:

- March 24- Coastal Advisory Council
- April 20- Tourist Development Council

Application Timeline for Fiscal Year 2022-2023 Lee County Beach & Shoreline Project Funding	
Date	Activity
Thursday, January 20, 2022	Application webinar - 3:00 p.m. Register @ leevcb.com/events
Wednesday, March 2, 2022	Application deadline - 5:00 p.m. all requests must be submitted online @ leevcb.com
March 7-15, 2022	Lee County staff / legal review
Thursday, March 24, 2022	Coastal Advisory Council Review Workshop* 9:00 a.m.
Wednesday, April 20, 2022	TDC Review Workshop** 2:00-4:00 p.m.
Thursday, May 12, 2022	Formalization of funding recommendations by TDC
September, 2022	Board of County Commissioners formalizes funding during annual budget process.
Requesting agencies must participate in the Application webinar <u>Review Workshop Locations:</u> *March 24, CAC Workshop will be in Lee County Public Works- Conference Room 1B **April 20, TDC Workshop will be in Lee County Admin East- Conference Room 118	

QUESTIONS?

Nancy MacPhee
Program Manager
nmacphee@leegov.com

Lisa Harmer
Fiscal Officer
lharker@leegov.com

LeeVCB.com
239-338-3500

Items **ineligible for funding by TDC Beach & Shoreline Program**

Beach access security cameras¹

Bike paths¹

Concessionaires

Facilities not open to the public¹

Fencing / Gates

General law enforcement¹

Parking lots / Pavement¹

Picnic tables¹

Playground equipment

Privately owned facilities¹

Volleyball court

Travel related items (Tolls, etc)²

Communication devices (cell phones, radios)²

Indirect Costs²

Uniforms²

Insurance premiums²

Please note:

This list is intended to serve as a guideline only.
All requests are subject to a legal review by the
Lee County Attorney's Office.

Unless otherwise noted the items on this list are excluded from funding based on Lee County Attorney's Office interpretations of Attorney General Opinions.

¹ Items were expressly discussed in Attorney General Opinions

² Items listed were directed to be excluded based on TDC motion effective 2/13/09

Beach and Shoreline projects to submit to Lee County Tourist and Development Council (TDC) for funding

Fiscal Year 2024

Maintenance Project Request:

Beach and Shoreline Maintenance – (Approximately \$1,250,000 request plus \$215,000 Town Match)

Funding by the Lee County Tourist and Development Council (TDC) provides the Town of Fort Myers Beach the ability to maintain beach and shoreline properties in a clean, attractive, and accessible manner. TDC Funding also allows the Town to protect and enhance the natural environment of the beaches and elevate the overall visitor experience. The Town has been working continuously since Hurricane Ian made landfall to clean up and reestablish the beaches and public accesses for the community and future visitors and is requesting funding to continue required maintenance and improvements to these public areas. All beach accesses and facilities were damaged including most of the signage, Mobi Mats, native landscaping, bike racks, and tools and equipment necessary to maintain all public beach accesses.

The Town is requesting funding for the equivalent of seven full-time positions (including overtime) and 34% of Beach Patrol's time to dedicate for beach and shoreline maintenance activities. These activities include litter, waste and recycling removal, landscape maintenance and maintenance to pedestrian pathways that provide visitor access. Funds requested also include maintenance and upkeep of 29 Beach Accesses including repairs to existing boardwalks, Mound House native landscape, 216 Connecticut Street native landscape, Newton Beach Park native landscape and janitorial requirements for the public restroom facilities at Mound House and potential replacement facilities at Palm Avenue and Newton Beach Park, if funds are approved. At various peak times throughout the year, the Town uses contracted labor to supplement staffing to maintain a quality beach experience. Out of the 7 full-time employees and 3 part-time employees, 2 full-time equivalent positions maintain the Mound House, 216 Connecticut Street (Mound House overflow parking facility) and Newton Beach Park landscapes and public restroom facilities.

It is the Town's intention, in addition to the on-going restoration maintenance related work, to continue the enhancements to its beach accesses by returning native landscaping, maintaining the natural beauty of the beaches, signage, and improving accessibility.

Mound House, Estero Bay (Approximately \$165,000 plus \$20,000 vehicle replacement = \$185,000)

Located directly off Estero Bay on Fort Myers Beach, Mound House serves thousands of visitors annually who come to fish, boat, kayak the Great Calusa Blueway Paddling Trail, and learn about the site's unique history and ecology as they stroll along the beautifully landscaped shoreline property. These funds if awarded will be used to maintain and replace the native landscaping, repair the boat dock, replace interpretive signage, and to maintain the public restroom facilities that are used by visitors daily. This request also includes maintaining the native landscape at 216 Connecticut Street (Mound House overflow parking facility). The pet-friendly grounds are open every day from sunrise to sunset.

Newton Beach Park, Gulf of Mexico (Approximately \$125,000)

Newton Beach Park is located at 4650 Estero Boulevard directly on the Gulf of Mexico and is one of the most popular beach accesses on Fort Myers Beach. The site sustained catastrophic damage during Hurricane Ian and all facilities (public restrooms, 1950s historic cottage, shade structures, boardwalk, interpretive signs, native landscape and the beach shower station) were destroyed. The remaining cost of items that are not 100% reimbursable from insurance that were damaged during Hurricane Ian, are being requested for FY24 in order to expedite a high-quality visitor experience and to help protect the natural surroundings. Items that are reimbursable from FEMA after the funds have been distributed will be tracked and put towards future funding

costs to reduce the amount needed for future TDC requests. Free environmental programming is conducted weekly by Mound House interpretive staff to enhance the visitor experience. The Town of Fort Myers Beach is requesting funds for shade structures, temporary restroom facilities, interpretive signs, a beach shower station and materials needed to replenish and maintain the native landscape. These funds if awarded, will continue to enable the Town to provide a clean, attractive public facility to meet the needs of visitors to Fort Myers Beach.

Beach Profile Monitoring, Gulf of Mexico (Approximately \$32,013 request plus \$15,000 Town Match)

Conduct beach profile monitoring surveys of the active beach zone along the shoreline of Estero Island at each R-Monument, from R-174A to R-210. Profiles surveys shall extend landward to the FDEP monument location or approximately 150 feet landward of the vegetation line, whichever is more seaward. If the point 150 feet landward of the vegetation line cannot be reached because of an obstruction, such as a building, bay water, mangroves or other impassible vegetation or obstacle, then the survey line may be stopped at the obstacle and shall be noted as such in the survey field book. Coastal armoring is generally not an impassible obstacle and is normally to be surveyed. Upland profiles shall extend seaward to a waiting depth deep enough to provide an approximate 50-foot overlap with the offshore portion of the profile survey where environmental conditions allow. Offshore profile surveys will extend seaward 3,000 feet from MHW or to the profile closure, whichever is more landward.

The survey report shall include beach profile plots depicting the 2023 and 2024 surveys, 2024 MHW shoreline position and 2023-2024 MHW change tables, and 2023-2024 beach profile volume changes to seaward point of active transport.

Capital Projects – Beach and Shoreline = \$100,000

Restroom at Palm Avenue Beach Access

Trailer (approximately \$100,000; \$60,000 for procurement of trailer, \$40,000 for permits, site work etc.)

Option 1 Trailer: Standard – 3 ADA restrooms total to return to same as FY21/22 project

Capital Projects - Newton Beach Park = \$202,500

Temporary public restrooms (1 ADA restroom and 4 private restrooms trailers) \$45,000

5 Shade Structures \$41,000

Beach Shower \$6500

Boardwalk/ ramp \$110,000

Funding History

Previous TDC Approved Funding

FY22/23

1,408,825

FY21/22

\$934,888

Capital Projects

Palm Ave Restroom: \$95,000

FY20/21

\$1,267,625

FY19/20

\$1,135,230

\$127,038 (Out of cycle request) Additional funds for Newton Beach Park Restroom Renovation

FY18/19

\$1,340,970

FY17/18

\$955,400

TDC Beach & Shoreline Project Funding Request
Approval Criteria
Fiscal Year 2023-2024

1. Must meet the legal requirements set forth in FS 125.0104 and Lee County Ordinance 13-14. Applicant shall clearly delineate the project's proximity to and enhancement of the beach or shoreline.
2. Must demonstrate a direct and quantifiable benefit in enhancing the Lee County tourism product. Consideration will be given to projects that diversify the destination in terms of tourism assets spread throughout Lee County.
3. Applicant must provide assurances that all other appropriate funding sources have been explored. Priority will be given to projects that have matching funds. The requesting agency must provide information on the source(s) for future operating and maintenance expenses. The total project cost must be identified in the initial request. The project must also be scheduled to reflect phased costs if the design and construction cross more than one fiscal year.
4. Must have a well-defined scope of work that demonstrates the project is feasible and permit able through all required regulating agencies within a specified time frame. The project itself and a breakdown of costs must be thoroughly described. Evaluation will be based on clearly presented information regarding project description, feasibility and cost breakdown.

Other Considerations

- Emergency repair or renovation to a tourism related facility or natural resource will be considered priorities especially where tourist tax funds have been used in the construction of the facilities.
- All projects funded through tourist development taxes will have a prominently displayed plaque informing the citizenry and visitors of the funding source.
- All municipal projects funded through the TDC taxes will meet the terms of an interlocal agreement to be developed between Lee County and the municipality.

Here are the links:

[Florida Statute #125.0104](#)

[Lee County ordinance 13-14 as amended](#)

TDC Beach & Shoreline Program Items ineligible for funding

Beach access security cameras¹

Concessionaires

Facilities not open to the public¹

Boat Ramps

Fencing / Gates

General law enforcement¹

Picnic tables/grills¹

Recreational Equipment/Playgrounds

Privately owned facilities¹

Travel related items (Tolls, etc)²

Communication devices (cell phones, radios)²

Indirect Costs²

Uniforms²

Insurance premiums²

Please note:
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Lee County Attorney's Office.

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¹ items were expressly discussed in Attorney General Opinions

² items listed were directed to be excluded based on TDC motion effective 2/13/09

revised 7/2021

TDC Beach & Shoreline Funding Program - Standard Operating Procedure

From fiscal year 1991-2022, Tourist Development Tax funding totaling more than \$180 million has been allocated to projects throughout Lee County for beach maintenance, shoreline re-nourishment and beach park capital/facility development as allowed per Florida State Statue 125.0204. The Lee County Board of County Commissioners had determined 26.4% of tourist tax revenue collected is dedicated to this program.

Goal: Protect, preserve and enhance the primary tourism asset in Lee County. Funding projects to coastal communities in Lee County provides direct benefit to visitors and residents alike. Projects must be legally eligible as described in the State statue and local ordinance that governs the program.

Process: Reimbursable funding allocated from the VCB beach & shoreline major maintenance budget. Funds are budgeted each year in TDT: Major Maintenance program 40xxxx30101.508150 (xxxx = project number)

I. Preparation for cycle opening: (Nov-Jan)

- a) Establish timeline for next fiscal year funding request and review cycle and post on leevcb.com, share via partner communications. **Normally accomplished in November once TDC chair has confirmed availability for date of final review workshop in April.*
- b) Revise/update the list of ineligible items per statue with the deputy county attorney.
- c) Prepare for annual application workshop by webinar to open the cycle. Included in this workshop are funding source information, eligibility requirements, examples of ineligible items and examples of successful applications. A recording of the webinar is posted to the partner website (www.leevcb.com).
- d) Proposals for project concepts and requests may be fielded year round by program manager in an effort to assist municipalities/agencies in preparing requests. This often includes preliminary review by deputy county attorney to ensure eligibility.

II. Application Review cycle: (Jan-May)

- a) Application cycle opens at conclusion of application workshop/webinar, which occurs in late January and remains open for one month. Applications are submitted online through the Foundant grant management program (see *Foundant SOPs - S:\SOPs\Administration\Administrative Policies and Procedures\Foundant). This allows historic recordkeeping of past grant applications.
- b) VCB staff reviews requests for completeness and asks for clarification from applicants if necessary.
- c) VCB requests status reports for current projects and consolidates into a spreadsheet to share with TDC during review new funding requests.
- d) VCB posts project requests to leevcb.com for review by public.
- e) Deputy County Attorney reviews requests for eligibility and conducts site tours with Beach & Shoreline manager and Natural Resources operations manager of any new request locations to ensure eligibility is met.

- f) Deputy County Attorney issues official determination of each project's eligibility, including the need for the TDC to make a legislative finding; this information is shared with the Coastal Advisory Council (CAC) and funding applicants.
- g) CAC members are provided one week to review requests. During their March meeting, they make technical recommendations on the feasibility regarding timeliness of project requests and permitting, if applicable.
- h) In early April, VCB requests tourist tax revenue projection from Lee County Budget office for upcoming fiscal year to determine the amount of funding available for project requests.
- i) At the April TDC meeting staff provides a beach & shoreline program update in preparation for TDC review of requests. This update includes a snapshot of allocations to date, completed projects, status reports and project funding balances.
- j) Address any additional project clarifications requested of applicants, by County Attorney's office or CAC.
- k) Project requests, clarifications and determinations by County Attorney's office and CAC are shared with the TDC for review. TDC is provided 10 days-2 weeks to review requests.
- l) VCB conducts an annual TDC beach & shoreline workshop in late April. At this workshop, TDC recommends project funding for the following fiscal year. *Note: Staff has not been providing written recommendations on funding requests, but does participate in the workshop discussion.*
- m) Beach & shoreline project allocations are formalized by TDC at their May meeting and become part of the VCB's budget pending BoCC approval in September.

III. Preparation for Fiscal year opening: (July-Dec)

- a) Interlocal agreements are drafted for each allocation; any special conditions are included in interlocal, including portions of request which may have been deemed ineligible.
- b) List of approved projects is posted to the VCB's [partner website site](#).
- c) Interlocal agreements are forwarded to requesting agencies for formalization upon budget approval.
- d) Once all agreements are returned to the VCB, (preferably by late November) they are forwarded via *Novus to the BoCC for formalization. (see *Novus SOP)
- e) VCB fiscal initiates purchase orders for each interlocal agreement
- f) Copies of formalized agreements and purchase orders are returned to requesting agencies.
- g) VCB program manager works with fiscal staff on carryovers of the project balances each year, which includes returning unused funds to reserves.

IV. Ongoing:

- a) Obtain status report on active projects:
 - *quarterly reports for capital projects*
 - *biannual reports for maintenance projects*
- b) Requests for reimbursements reviewed by program manager, verified by fiscal staff and processed within 30 days.
- c) Maintain project files via electronic files on VCB shared drive by fiscal year - S:\Beach & Shoreline Program
- d) Update spreadsheets of funding by category and municipality for VCB admin.
- e) Conduct bi-annual site visits and upon completion.
- f) CHANGE OF SCOPE: Respond to requests for change of scope or reallocation of funds:
 - Review requests for change of scope and share with Deputy county attorney for eligibility if necessary. Present requests for anything other than minor changes of scope to TDC for consideration. Notify requestor of decision.
 - Review request for reallocations and present to TDC for consideration. *In the event funds remain after project is complete, staff recommendation is to return to reserves and suggest requestor initiate a new request during regular cycle. In some cases, requestors ask to shift balances on complete projects to another project that may need additional funding. This would need to be scheduled for consideration at a TDC meeting.
 - Amend interlocal agreements if necessary due to the above actions
- g) Respond to public records requests pertaining to beach and shoreline projects
- h) Coordinate with other departments within the VCB to ensure inclusion of beach and shoreline allocations and/or completed projects in press releases, marketing materials, newsletters distributed by VCB.
- i) EMERGENCY Funding Requests: In the event of storm damage, critical erosion or some type of incident leaving a beach in need of cleanup, project managers may request emergency funding if work cannot wait until the opening of the next cycle. Upon request, VCB provides emergency beach funding request documents; requesting agency makes request to VCB; county attorney determines eligibility; requesting agency comes to TDC meeting to present request. TDC may fund requests at 50% of cost per guidelines. If approved, VCB program manager follows tasks in above Section III (a-f).

More information on the Beach & Shoreline Program, including historical list of project funding since beginning of program can be found on the partner website - <https://www.leevcb.com/funding-programs/beach-and-shoreline>

Supporting documentation is located on the VCB Shared drive:

- Approval criteria - S:\Beach & Shoreline Program\FY20\B&S Application Webinar
- Request Application - S:\Beach & Shoreline Program\FY20\B&S Application Workshop
- Emergency Request guidelines - S:\Beach & Shoreline Program\Emergency - Out of Cycle Requests
- Status Report Form - S:\Beach & Shoreline Program>Status Report form



TDC FUNDING SUMMARY Town of Fort Myers Beach

TDC funding may be requested annually for eligible Beach & Shoreline or Marketing projects in Lee County. Information and guidelines on the VCB's three (reimbursement) funding programs can be viewed here: <https://www.leevcb.com/funding-programs>

TDC funding allocated to the Town of Fort Myers Beach or other agencies since fiscal year 2005 are as follows:

A. Beach & Shoreline Projects	\$ 41,879,696
B. Events Marketing	\$ 653,417
C. Attractions Marketing	\$ 887,200

TOTAL TDC funding allocated (FY2005-2023): \$ 43,433,813

A. TDC BEACH & SHORELINE PROJECT FUNDING – EXAMPLES

Beach Renourishment and monitoring

FY2005-23	Lee County Natural Resources-North Estero Island	\$1,803,701
FY2021-22	Town of Fort Myers Beach	\$ 372,013
FY2014-15	Coastal Management Plan	\$ 140,000

Facility Maintenance and Development

FY2005-2023	Operation Beach Maintenance	\$ 12,376,301
FY2007-09, 2016	Mound House development	\$ 1,312,201
FY2010-11,14,17,20	Newton seawall, shade structure, restroom	\$ 585,038
FY2010,14,15,22	ADA portable restrooms	\$ 333,008
FY2008-09, 14-16	Beach and Bayside Access improvements	\$ 640,415

Beach & Shoreline Funding to Lee County for projects on Fort Myers Beach

FY2005-2023	Lynn Hall/Bowditch Pt, Accesses	\$ 7,489,550
FY2005,6,11,16	Lynn Hall Park and FMB Pier Repairs	\$ 2,198,000
FY2011	Crescent Beach Family Park	\$ 5,600,000
FY2007	San Carlos Bay-Bunche Beach Preserve	\$ 500,000
FY2019-20,22-23	Lee Tran-Fort Myers Beach free Tram	\$ 1,538,017

Beach & Shoreline Funding to other agencies with countywide benefit

FY2011-23	MOTE Marine Lab (Beach Reporting system)	\$ 255,000
FY2005-23	Lee County Facilities (Beach Front Maintenance)	\$ 1,415,000
FY2005-16	Lee County Facilities (Boardwalk/Pier repair)	\$ 620,000
FY2005-23	Lee County Emergency Beach Cleanup/Bch rakes	\$ 1,548,440
FY2005-23	Lovers Key State Park-tram, bridge/pier repair	\$ 1,708,743

B. TDC EVENTS MARKETING FUNDING**Fort Myers Beach Chamber- Sandsculpting Championships**

Requested funding annually from fy2005-2018	TOTAL:	\$ 420,453
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Fort Myers Beach Chamber- Pirate Fest

Requested fy2008-10, 2012, 2016-18,2014-2018	TOTAL:	\$ 90,104
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Fort Myers Beach Chamber- Roar Offshore

Requested fy20 (no invoices presented)	TOTAL:	\$ 25,000
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FMB Friends of the Arts-FMB Film Festival

Requested fy2013-2018, 20	TOTAL:	\$ 115,860
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Florida Helps Foundation-FMB Beach Bash

Requested fy2016	TOTAL:	\$ 2,000
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C. TDC ATTRACTIONS MARKETING FUNDING

Fort Myers Beach Art Association	\$ 72,782
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Requested fy17-23

Friends of the Mound House	\$ 91,982
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Requested fy17-23

Ostego Bay Foundation	\$ 8,000
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Requested fy2005

Town of Fort Myers Beach- Sunset Celebrations	\$ 6,282
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Requested fy2017

Attraction Allocations with countywide benefit

Calusa Blueway Paddling Trail Marketing	\$ 72,932
SWFL Attractions Association	\$ 193,182
Alliance for the Arts	\$ 379,058
WGPU Public Media- documentaries (Pink Gold Rush)	\$ 26,282

1. **Requested Motion:**

Meeting Date: January 9, 2023

Adopt Resolution 23-08 approving a License Agreement with the Fort Myers Beach Fire Control District for the use of the property located at 2545 Estero Boulevard as a temporary Town Hall location.

Why the action is necessary:

Town Hall is unusable as a result of the impact of Hurricane Ian on the building.

What the action accomplishes:

It allows the Town to use the Fire District's property across the street from the damaged Town Hall as a location for a temporary Town Hall.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. Resolution 23-08 re Approving TFMB & FMBFCD License Agreement for a Temporary Town Hall Site(141471267.1)-C
2. TFMB & FMBFCD License Agreement for Temporary Town Hall(141470545.1)-C

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 1/5/2023
Approved - 1/5/2023
Approved - 1/5/2023
Final Approval - 1/5/2023

RESOLUTION NUMBER 22-18

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN AND THE FORT MYERS BEACH FIRE CONTROL DISTRICT FOR THE USE OF PROPERTY OWNED BY THE FORT MYERS BEACH FIRE CONTROL DISTRICT AS A LOCATION FOR A TEMPORARY TOWN HALL; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter empowers the Town Council to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town has the authority to enter into a License Agreement with the Fort Myers Beach Fire Control District (“District”) for the use of District property as a location for a temporary Town Hall because of the catastrophic damage caused by Hurricane Ian to the building in which Town Hall previously operated out of; and

WHEREAS, the Town Council deems it to be in the best interests of the business owners, residents, and visitors of the Town to enter into the License Agreement with the District.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The foregoing whereas clauses are ratified and confirmed as being true and correct, are the legislative and administrative findings of the Town Council and made a specific part of this Resolution.

Section 2. The License Agreement between the Town and District, a copy of which is attached as Exhibit “A” is approved. The Mayor is authorized to execute the License Agreement on behalf of the Town, and the Town Manager is authorized to expend budgeted funds on behalf of the Town to implement the License Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by _____ and seconded by _____ and, upon being put to a vote, the result was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
Bill Veach, Council Member	_____
John King, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this 9th day of January 2023, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:**

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of January 2023.

PERMISSIVE USE LICENSE AGREEMENT

THIS LICENSE made and entered into this 9th day of January 2023 ("Agreement"), by and between Fort Myers Beach Fire Control District, an independent special district of Florida, whose mailing address is 100 Voorhis St, Fort Myers Beach, Florida 33931, hereinafter called "LICENSOR", and Town of Fort Myers Beach, a Florida municipal corporation, whose mailing address is 2525 Estero Blvd., Fort Myers Beach, Florida 33931, hereinafter called "TOWN", and

WHEREAS, LICENSOR is the owner of certain property in the Town of Fort Myers Beach, Lee County, Florida, located at 2545 and 2555 Estero Boulevard, Fort Myers Beach, Florida and being further identified as Strap #19-46-24-W3-00458.0000 and #19-46-24-W3-00458.0010 (collectively the "Parcel"); and

WHEREAS, TOWN is desirous of obtaining permission to use, as hereinafter provided, a portion of said Parcel of the LICENSOR.

NOW, THEREFORE, in consideration of the covenants to be kept and performed by each of the parties hereto, and the sum of One Dollar (\$1.00) cash in hand paid by the TOWN to the LICENSOR, receipt of which is hereby acknowledged, and further consideration as herein provided, it is agreed as follows:

1. USE - LICENSOR, subject to the conditions herein expressed, does hereby grant unto the TOWN, the privilege and license to use the area indicated in Exhibit "A" of the above-described Parcel ("Site Area") for the placement and use of a temporary Town Hall.
2. TERM - This License will commence *nun pro tunc* as of November __, 2022 and terminate on or before November __, 2023, unless extended by mutual written agreement of the parties.
3. SITE AREA WORK – Town will be responsible for preparing the Site Area for use as a temporary Town Hall and will make sure that all such work complies with, and approved by, the appropriate regulatory agencies through the term of this Agreement. TOWN will be responsible to restore said Site Area to as good or better condition than that which existed prior to its use.
4. CONSIDERATION - TOWN will pay as consideration for this Agreement One \$1.00) Dollar, net of any applicable tax, payable on or before the date of commencement of this Agreement, for said license and privilege.
5. RESTRICTION - The license and privilege granted TOWN under this AGREEMENT will be exercised only on the subject property of LICENSOR and upon no other property.
6. TERMINATION OF LICENSE - Either Party may, with or without cause, upon written notice, terminate this Agreement. Notice of termination must be given with no Less than ninety (90) days' prior written notice.
7. INDEMNIFICATION - TOWN agrees to indemnify and hold harmless LICENSOR, to the extent allowed under Section 768.28 of the Florida Statutes, as may be amended from time to time, from all claims, loss, damage, and expense, arising from the negligent acts or omissions

of TOWN, its officers, employees, and agents related to its performance under this Agreement. This provision does not constitute a waiver of the LICENSOR'S sovereign immunity under Section 768.28 of the Florida Statutes, as may be amended from time to time, or extend the TOWN'S liability beyond the limits established in Section 768.28 of the Florida Statutes, as may be amended from time to time. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof. The parties acknowledge that specific consideration has been given for this indemnification.

8. LIENS – TOWN will not incur any indebtedness giving right to a lien of any kind upon the LICENSOR'S interest in and to lands described herein. LICENSOR'S interest will not be subject to liens for improvements made by the TOWN on the lands described herein. In the event any liens are filed, due to improvements made by the TOWN, the TOWN will immediately discharge said lien by such manner as permitted by law.

9. ENJOYMENT - Nothing herein contained will be construed as limiting the LICENSOR from having the full use and enjoyment of its lands, save only as to the rights granted to the TOWN by the terms of this Agreement, and nothing herein contained will be construed or interpreted as granting anything to TOWN other than use of the property provided herein.

10. BREACH - In the event of any breach or non-performance of any of the covenants, agreements, terms, or conditions to be performed by TOWN, and said breach or non-performance continues for one day, LICENSOR has the right to declare this Agreement terminated and to re-enter the property and remove TOWN and its respective property therefrom, and TOWN agrees to peacefully vacate said property and pay all costs, including reasonable attorneys' fees, that may be incurred by LICENSOR in enforcing the covenants, agreements, terms and conditions of this License.

11. RIGHTS AND PROPERTY INTEREST - No rights or property interests are granted to or created in the TOWN by this Agreement except as otherwise provided herein. The granting of this Agreement is only as an accommodation to the TOWN.

12. ENTIRE AGREEMENT - It is understood and agreed that this Agreement sets forth all the covenants, agreements, terms, and conditions between the parties and that there are no other oral or written agreements between them.

13. AMENDMENT - It is further understood that no subsequent amendments, alterations, or additions to this Agreement will be binding upon the parties hereto unless reduced to writing and executed by said parties.

14. GOVERNING LAW - LICENSOR and TOWN agree that this Agreement will be governed by and construed under the laws of the State of Florida.

15. ASSIGNMENT - TOWN will not transfer or assign its interest or rights provided in this Agreement, nor attempt to grant any sub-license to any persons whom so-ever without the written

consent of the LICENSOR. The consent of the LICENSOR will be at the LICENSOR'S sole discretion.

16. NOTICE - All notices or request between the parties will be in writing and will be deemed to have been duly given or served by either personally delivered (deemed given same day), delivered via private local courier services (deemed given same day), sent via fed ex or other nationally recognized overnight delivery service (deemed given on the next business day after deposit with the service), or deposited in the United States Mail, Certified Mail, return receipt requested, postage prepaid (deemed given on the fourth business day after deposit in the mail) addressed as follows:

TO THE TOWN:

TOWN OF FORT MYERS BEACH

Attn: Town Manager
2525 Estero Blvd.
Fort Myers Beach, FL 33931
239-765-0202
townmanager@fmbgov.com

TO THE LICENSOR:

FORT MYERS BEACH FIRE CONTROL DISTRICT

Attn: Executive Assistant to Fire Chief Ron Martin
100 Voorhis St.
Fort Myers Beach, FL 33931
239-590-4200
rmartin@fmbfire.org

17. BINDING EFFECT -This Agreement and all its terms and conditions will extend to and be binding upon the parties hereto and upon their respective successors and assigns.

18. SEVERABILITY - The invalidation of any provision or clause in whole or in part by Judgment or court order will in no way affect any of the other provisions or clauses, which will remain in full force and effect.

19. CONDITION - It is understood between the parties hereto that the property has been inspected by the TOWN and that the property is being accepted in an "As Is" condition. TOWN acknowledges the lands being considered in this Agreement, as described in Section 1, are a portion of the land owned by the LICENSOR.

20. ENVIRONMENTAL - TOWN will not, and will ensure that others do not install, use, generate, store, locate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit, or dispose of Hazardous Substances in, upon, under, over or onto the Property. If the LICENSOR has reason to believe a Hazardous Substance has been discharged, spilt, or released on the Property by TOWN or its contractors or consultants, then the LICENSOR has the right, but

not the obligation, to require TOWN, at TOWN'S sole cost and expense, to perform an environmental audit by an environmental consultant satisfactory to the LICENSOR. Such an investigation will be commenced within ten (10) days after the LICENSOR'S request, and thereafter be diligently prosecuted to completion. TOWN will provide the LICENSOR with an electronic copy of the environmental audit immediately after it is completed.

21. RELATIONSHIP - Nothing contained in this Agreement will be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between the parties hereto, other than the relationship of TOWN/LICENSOR.

22. PREVAILING PARTY - The prevailing party in any litigation brought to enforce rights hereunder will be entitled to reimbursement of all reasonable costs and expenses, including, but not limited to, court costs, fees, and attorneys' fees at all judicial levels.

23. MISCELLANEOUS - The TOWN will be responsible for the payment for any trash removal that may be required arising from its use of the Property under this Agreement. The TOWN is responsible for obtaining any required federal, state, or local permits for activities to be conducted on the LICENSOR'S property.

IN WITNESS WHEREOF, the LICENSOR and TOWN have executed this Agreement as of the date and year first above written.

WITNESSES:

LICENSOR:

Signature

Ron Martin, Fire Chief

Name

Signature

Name

TOWN:

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

John R. Herin, Jr., Town Attorney

1. **Requested Motion:**

Meeting Date: January 9, 2023

Authorize and direct the Town Manager and Town staff to participate in the Lee County Vulnerability Analysis Project "Waterway Infrastructure Risk & Resiliency - CDBG-MIT"

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Lee County Board of County Commissioners has been awarded federal Community Development Block Grant – Mitigation (MIT) funding and Resilient Florida funding to create a Lee County Waterway Infrastructure Risk and Resiliency Plan that meets all Florida Department of Environmental Protection requirements for future Resilient Florida funding for implementation grants as detailed in Section 380.093 Florida Statutes and subsequent rulemaking by DEP. Federal CDBG-MIT funds administered by the Florida Department of Economic Opportunity may be spent only on the Lee County Evacuation A & B Zones. The process shall assess vulnerability and produce mitigation recommendations for critical public infrastructure from rainfall induced flooding, storm surge, sea level rise, and compound flooding events, with a focus on transportation and water/sewer utilities. This planning project offers initial guidance on how to draft resilience planning specific to Lee County, specifically considering the risks associated with delivering vital public and social services under all of FEMA's Community Lifelines. Lee County is a HUD-determined Most Impacted and Distressed (MID) community specific to Hurricane Irma recovery.

Attachments:

1. FINAL CN220504BAG Waterway Infrastructure Risk Resiliency

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Chadd Chustz, Environmental Services
John R Herin Jr, Town Attorney
Keith Wilkins ,

Created/Initiated - 1/3/2023
Approved - 1/4/2023
Final Approval - 1/5/2023



Advertise Date: Friday, August 19, 2022

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Consultant Competitive Negotiation Act (CN) Request for Proposal

Solicitation No.:	CN220504BAG		
Solicitation Name:	Waterway Infrastructure Risk & Resiliency		
Open Date/Time:	Tuesday, September 20, 2022	Time:	2:30 PM
Location:	Lee County Procurement Management 2115 Second Street, 1 st Floor Fort Myers, FL 33901		
Procurement Contact:	Brooke Green	Title	Procurement Analyst
Phone:	(239) 533-8848	Email:	BGreen@leegov.com
Requesting Dept.	Natural Resources		

Pre-Solicitation Meeting:

Type: No meeting scheduled at this time

All solicitation documents are available for download at

www.leegov.com/procurement

FUNDED IN PART OR IN WHOLE BY:

State of Florida Department of Economic Opportunity

Through the

U.S. Department of Housing and Urban Development (HUD)

Community Development Block Grant Mitigation Program (CDBG-MIT)

State of Florida Department of Environmental Protection

Through the Resilient Florida Grant Program



Advertise Date: Friday, August 19, 2022

Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL
Consultant Competitive Negotiation Act (CN)

Lee County, Florida, is requesting proposals from qualified individuals/firms for

CN220504BAG Waterway Infrastructure Risk & Resiliency

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills, and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Tuesday, September 20, 2022

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, Proposer name, and contact information as identified in these solicitation documents.

The solicitation documents are available from www.leegov.com/procurement. Documents obtained from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official Proposer list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the Proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

No Pre-proposal Conference is scheduled at this time

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Brooke Green BGreen@LeeGov.com

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Brooke", is written over a blue circular stamp.

Adam Brooke, CPPO, CPPB
Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions
Request for Proposal
Consultant Competitive Negotiation Act (CN)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida Statute, Chapter 287.055 Consultant Competitive Negotiation Act (CCNA), (CN).
 - 2.1.2. Lee County Procurement Management Department Ordinance 22-06
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 22-06
 - 3.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
 - 3.1.3. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until

such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
- 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with proposal.
- 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. **RFP – PREPARATION OF PROPOSAL**
 - 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, and where applicable witnessed and corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The Proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.
5. **RESPONSES RECEIVED LATE**
 - 5.1. It shall be the Proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. **PROPOSER REQUIREMENTS (unless otherwise noted)**
 - 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible Proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the Proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are

required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

6.1.3.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in Proposer disqualification.

7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective Proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the Proposer’s responsibility to check the website for information. No notifications will be sent directly to proposers by Lee County Procurement Management Division associated with this solicitation.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County’s Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. ADDITIONS, REVISIONS AND DELETIONS

9.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Division that changes the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

10. CONFIDENTIALITY

10.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.

10.2. If information is submitted with a proposal that is deemed “Confidential” the Proposer must stamp those pages of the proposal that are considered confidential. The Proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.

- 10.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

11. CONFLICT OF INTEREST

- 11.1. All Proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 11.2. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all Proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

12. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 12.1. Upon the issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

13. DRUG FREE WORKPLACE

- 13.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

14. FLORIDA CERTIFIED ENTERPRISES

- 14.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 14.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

15. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 15.1. The Proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 15.2. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 15.3. The Proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer will take such actions in respect to

any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

- 15.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

16. SUB-PROPOSER/CONSULTANT

- 16.1. The use of sub-Proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

17. RFP - PROJECT GUIDELINES

- 17.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the Proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
- 17.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 17.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period; inclusive of any renewals unless otherwise specified herein.
 - 17.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 17.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 17.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 17.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

18. RFP – EVALUATION

- 18.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 ("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").
- 18.2. **Evaluation Meeting(s):**
- 18.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
 - 18.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
 - 18.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
 - 18.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov/procurement (Projects, Award Pending.)

19. RFP – SELECTION PROCEDURE

- 19.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 FL § for Professional Services Contracts. Some or all of the responding Proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
 - 19.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.
 - 19.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
 - 19.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Proposer(s) and begin agreement/contract negotiations with the next finalist.
 - 19.5. The Procurement Management Director reserves the right to exercise their discretion to:
 - 19.5.1. Make award(s) to one or multiple Proposers.
 - 19.5.2. Waive minor informalities in any response;
 - 19.5.3. Reject any and all proposals with or without cause;
 - 19.5.4. Accept the response that in its judgment will be in the best interest of Lee County.
20. RFP – TIEBREAKER
- 20.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 20.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 20.1.2. Step 2: INTENTIONALLY LEFT BLANK DUE TO FUNDING
 - 20.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
 - 20.1.4. Step 4: INTENTIONALLY LEFT BLANK DUE TO FUNDING
 - 20.2. When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
 - 20.3. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.
21. RFP – EVALUATION/ SELECTION COMMITTEE
- 21.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
 - 21.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
 - 21.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.
22. WITHDRAWAL OF PROPOSAL
- 22.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
 - 22.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.
 - 22.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the Proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management

Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the Proposer, by clear and convincing evidence, has met each of the following four tests:

- 22.3.1. The Proposer acted in good faith in submitting the proposal,
- 22.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the Proposer would cause a severe hardship on the Proposer,
- 22.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and
- 22.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

23. PROTEST RIGHTS

- 23.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 23.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 23.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 23.4. In order to preserve the right to protest, a written **“Notice Of Intent To File A Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 23.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 23.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 23.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond” and “Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 23.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 24.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

25. CONTRACT ADMINISTRATION

- 25.1. **Designated Contact:**
 - 25.1.1. The awarded Proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
 - 25.1.2. Lee County requires that the awarded Proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 25.2. **RFP – Term:**
 - 25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.**
 - 25.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
 - 25.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

- 25.3. **RFP – Basis of Award:**
 25.3.1. Award will be made to the most responsible and responsive Proposer based on the evaluation criteria.
- 25.4. **Agreement/Contract:**
 25.4.1. The awarded Proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 25.5. **Records:**
 25.5.1. Retention: The Proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the Proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 25.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 25.5.2.1. Keep and maintain public records required by the County to perform the service.
- 25.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 25.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 25.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 25.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**
- 25.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful Proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful Proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful Proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 25.6. **Termination:**

- 25.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the Proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 25.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Management Ordinance 22-06.
- 25.6.3. Any Proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 25.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
 - 25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

26. WAIVER OF CLAIMS

- 26.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

27. LEE COUNTY PAYMENT PROCEDURES

- 27.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 27.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, Proposer, or bidder for the preparation of these specifications.
- 27.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All Proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

28. INSURANCE (AS APPLICABLE)

- 28.1. Insurance shall be provided by the awarded Proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the Proposer.

End of Terms and Conditions Section

INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Professional Liability

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

End of Insurance Guide section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

- 1.1. The Agreement shall commence on the date agreed upon through negotiation and set forth in the subsequent and associated Agreement documents and shall be for a term of approximately twenty-four (24) months from commencement date of Notice to Proceed. This period will encompass data collection, analysis and reporting/planning services.

2. PROJECT FUNDING NOTICE

- 2.1. As notice to all CONSULTANTS, this project is funded in whole or in part by the State of Florida Department of Economic Opportunity through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Mitigation Program (CDBG-MIT) and the Florida Department of Environmental Protection Resilient Florida Grant Program. The CONSULTANT agrees to abide by and comply with all terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package in compliance with these funding sources. It shall be further understood that these provisions and terms shall be incorporated into any related Agreements/Contracts executed between the prime CONSULTANT and sub-CONSULTANTS.
- 2.2. The CONSULTANT shall be bound by the terms as stated within this solicitation package, any and all associated Agreement(s), and by all applicable state and federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 2 CFR part 200 and 24 CFR part 570 and the CONSULTANT shall hold the State of Florida Department of Economic Opportunity (DEO), the Florida Department of Environmental Protection (DEP), and Lee County harmless against all claims of whatever nature arising out of the CONSULTANT'S performance of work under this solicitation, to the extent allowed and required by law.
- 2.3. The prime CONSULTANT and SUBCONSULTANTS to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO and DEP, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00a.m. to 5:00 p.m., local time, Monday through Friday.
- 2.4. CDBG-MIT funding may be used for tasks only in Evacuation Zones A & B. Resilient Florida grant funds may cover all areas of Lee County. Consultants will be expected to submit separate invoices for the two grant funding sources.

2.4.1. Map for Zones:

http://leegis.leegov.com/FTPData/PDFs/CountyMaps/PublicSafety/EvacZones_ShelterList.pdf

3. COST ANALYSIS / MULTIPLIER BREAK-DOWN

- 3.1 Upon commencement of negotiations, CONSULTANT is expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates. CONSULTANT must advise if audited rates are available and shall provide such rates and documentation for use in negotiation, project funding support, and/or completion of a Cost Analysis. CONSULTANT shall provide fee and cost breakdown supporting documentation where and as requested by the County and funding source.

4. LOCAL VENDOR PREFERENCE EXCLUSION

- 4.1. Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contained herein are non-applicable to this solicitation and subsequent contract and/or purchase order(s).

5. APPLICABLE & MISC. PROJECT PROVISIONS

5.1 In the event of a conflict between the Contract Document terms, Federal Guidelines, State, Local, or other applicable requirements associated with this project that is unable to be resolved through the Order of Precedence as defined herein, the CONSULTANT should provide a written description of such conflict to the County Project Manager to receive final guidance on proceeding with conflicted items.

6. LICENSING

6.1 As notice to all CONSULTANTS, upon the request of the County and prior to the execution of associated Contract, the awarded CONSULTANT shall provide all current licenses of employees hired by CONSULTANT and/or SUB-CONSULTANT, which shall be assigned to this project.

7. SECTION 3

7.1. Lee County will comply with the requirements of Section 3 of the Housing and Urban Development Act (HUD) of 1968 pursuant to 24 CFR 570.607(b) and implementing regulations at 24 CFR Part 75. This legislative directive provides preference to low-income residents, and businesses that substantially employ said persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As such it is the intent of the County to give, to the greatest extent feasible, (consistent with existing Federal, State, and local laws and regulations), employment, contracting and other economic opportunities arising in connection with a proposed project to low-income persons, Section 3 residents and business concerns in the local community, and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low-income persons residing in Lee County.

7.2. Efforts to ensure that compliance is achieved include: 1) requiring that all CONSULTANT post information at job sites in affected areas regarding employment opportunities and preference in hiring Section 3 employees and 2) advertising projects identifying contracting opportunities and the preference to utilize Section 3 businesses.

7.3. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Section 3 businesses. Lee County encourages the utilization and participation of Section 3 Businesses in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Section 3 firms are encouraged to respond.

8. RECORDS RETENTION

8.1. The CONSULTANT shall retain sufficient records to show its compliance with the terms of this solicitation package, any and all associated Agreement(s) and the compliance of all SUBCONSULTANTS paid from funds under this solicitation package, any and all associated Agreement(s) for a period of six (6) years from the date the County receives final closeout from the Department of Economic Opportunity (DEO). The CONSULTANT shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The CONSULTANT shall further ensure that audit working papers are available upon request for a period of six (6) years from the date the County receives final closeout from the Department of Economic Opportunity (DEO), unless extended in writing by DEO.

8.2. The CONSULTANT shall retain sufficient records demonstrating its compliance with the term of this solicitation package, any and all associated Agreement(s) for a period of five (5) years from the date an audit report is received by the County, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The CONSULTANT shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is received by the County, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the

action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

9. ADDITIONAL PROJECT FUNDING REQUIREMENTS

9.1. In addition to the grant/project funding requirements found affixed to this solicitation package, the CONSULTANT shall comply with the below additional project funding requirements and shall require the following provisions be included in each contract and subcontract for all tiers associated with this project:

9.2. The CONSULTANT shall comply with all applicable local, state, and federal laws, including American With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. §12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportations, state and local government services and telecommunications.

9.3. Restrictions, Prohibits, Controls, and Labor Provisions.

9.3.1.1. In accordance with Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any good or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. In response to this solicitation package, any and all associated Agreement(s), the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The CONSULTANT shall disclose if it or any of its affiliates is placed on the convicted vendor list.

9.3.1.2. In accordance with Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide to provide any good or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT or consultant under a contract with any public entity; and may not transact business with any public entity. In response to this solicitation package, any and all associated Agreement(s), the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The CONSULTANT shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

9.4. Employment Eligibility (Using E-Verify). Agency – Vendors – CONSULTANTS:

9.4.1.1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and

9.4.1.2. Shall expressly require any CONSULTANTs and SUBCONSULTANTs performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT/consultant and SUBCONSULTANT/consultant during the Agreement term.

9.5. **Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

10. LOBBYING

- 10.1. General: Participating Bidder/Proposer shall adhere to the Anti-Lobbying clause as provided herein. Following this clause, the participating Proposers are hereby notified they shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee.
- 10.2. By participating in this solicitation and completion of affixed certificate the Bidder/Proposer certifies that to the best their knowledge:
- 10.2.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 10.2.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Bidder/Proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. Standard Form-LLL
 - 10.2.1.3. Submission of the certification found herein is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 10.3. The CONSULTANT also agrees by submitting their proposal that they shall require that the language of the applicable certification found herein be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

11. COPYRIGHT, PATENT AND TRADEMARK

- 11.1. Any and all patent rights accruing under or in connection with the performance of this solicitation package, any and all associated Agreement(s) are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this solicitation package, any and all associated Agreement(s) are hereby transferred by the CONSULTANT to the State of Florida.
- 11.2. If the CONSULTANT has a pre-existing patent or copyright, the CONSULTANT shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- 11.3. If any discovery or invention is developed in the course of or as a result of work or services performed under this solicitation package, any and all associated Agreement(s) or in any way connected with it, the CONSULTANT shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this solicitation package, any and all associated Agreement(s) are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the CONSULTANT shall notify DEO. Any copyrights accruing under or in connection with the performance under this solicitation package, any and all associated Agreement(s) are transferred by the CONSULTANT to the State of Florida.

- 11.4. Within thirty (30) calendar days of execution of all associated Agreement(s), the CONSULTANT shall disclose all intellectual properties relating to the performance of this solicitation package, any and all associated Agreement(s) which he or she knows or should know could give rise to a patent or copyright. The CONSULTANT shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

12. HATCH ACT

- 12.1. The CONSULTANT shall comply with the Hatch Act, 5 USC 1501-1508, and shall ensure that no funds provided, nor personnel employed under this solicitation package, any and all associated Agreement(s), shall be in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

End of Special Conditions

DETAILED SPECIFICATIONS

1. **GENERAL SCOPE**

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified CONSULTANT to provide data collection, analysis, reporting, and planning services to create a Lee County Waterway Infrastructure Risk and Resiliency Plan.

2. **BACKGROUND**

- 2.1. The Lee County Board of County Commissioners has been awarded federal Community Development Block Grant – Mitigation (MIT) funding and Resilient Florida funding to create a Lee County Waterway Infrastructure Risk and Resiliency Plan that meets all Florida Department of Environmental Protection requirements for future Resilient Florida funding for implementation grants as detailed in Section 380.093 Florida Statutes and subsequent rulemaking by DEP. Federal CDBG-MIT funds administered by the Florida Department of Economic Opportunity may be spent only on the Lee County Evacuation A & B Zones. The process shall assess vulnerability and produce mitigation recommendations for critical public infrastructure from rainfall induced flooding, storm surge, sea level rise, and compound flooding events, with a focus on transportation and water/sewer utilities. This planning project shall offer initial guidance on how to draft resilience planning specific to Lee County, specifically considering the risk to delivering vital public and social services under all of FEMA's Community Lifelines. Lee County is a HUD-determined Most Impacted and Distressed (MID) community specific to Hurricane Irma recovery.

3. **DETAILED/TECHNICAL SPECIFICATIONS**

3.1. **DELIVERABLE 1 - KICKOFF MEETING**

- 3.1.1. CONSULTANT shall coordinate and facilitate a kickoff meeting.

- 3.1.1.1. **Task 1:** The kickoff meeting will include but will not be limited to the following discussion and actions:

- Geographic context, relevant assets, and planning goals
- Data owner identification
- Data sources and gap analysis
- External public engagement
- Vulnerability analysis, resiliency plan, CDBG-MIT report submittal

3.2. **DELIVERABLE 2 - DATA COLLECTION, ANALYSIS & RISK ASSESSMENT**

- 3.2.1 CONSULTANT shall provide data collection, analysis, and risk assessment. The goals of the data collection, analysis and risk assessment are as follows:

- 3.2.1.1 **Task 1:** Define a planning horizon and complete cost-benefit assessment that values providing solutions to the greatest number of local residents.

- 3.2.1.2 **Task 2:** Identify and quantify particular risks and the value of those risks on housing, general economic, and service access needs of Lee County Low-to-Moderate Income (LMI) households.

- 3.2.1.3 **Task 3:** Evaluate practical planning objectives for the influence of rainfall-induced flooding and sea level rise on both static and dynamic water elevations on critical public infrastructure and provide guidelines for incorporating current and future flooding consideration into risk assessment.

- 3.2.1.4 **Task 4:** Maintain or make optional recommendations to improve Lee County’s National Flood Insurance Program Community Rating System Class 5 membership rating.
- 3.2.1.5 **Task 5:** Produce final Risk Assessment Plan incorporating resiliency objectives and adaptation areas for critical public infrastructure including all FEMA Lifelines.

3.3. **DELIVERABLE 3 – REPORTING**

3.3.1. CONSULTANT shall provide reporting that shall include but not be limited to the following:

- 3.3.1.1. At the end of the Analysis, the CONSULTANT shall submit two reports for the COUNTY’s review and approval, one report for Zones A & B, and one report for Zones C, D, E, and undesignated areas. Together constituting a Countywide Comprehensive Vulnerability Assessment and Resiliency Plan, each shall incorporate resiliency objectives and adaptation areas for public critical infrastructure including FEMA Community Lifelines based on findings from the Risk Assessment Plan.
- 3.3.1.2. The resulting resiliency plan shall clearly identify strategies that address anticipated threats and develop a prioritization for response projects and contain elements required to satisfy the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Mitigation Program (CDBG-MIT) requirements and the Florida Department of Environmental Protection requirements for future Resilient Florida funding for implementation grants as detailed in Section 380.093 Florida Statutes and subsequent rulemaking by DEP.

4. **DATA COLLECTION ZONES**

4.1. The Evacuation Zones established by Lee County can be found at the following link:

http://leegis.leegov.com/FTPData/PDFs/CountyMaps/PublicSafety/EvacZones_ShelterList.pdf

- 4.1.1. **ZONES A & B:** These zones are primarily funded under DEO Agreement No. MT022 by the State of Florida Department of Economic Opportunity (DEO). The DEP Resilient Florida Grant may be used in these zones for DEP-required tasks that are not covered under the CDBG-MIT grant.
- 4.1.2. **ZONES: C, D, E, and undesignated areas:** These zones are wholly or in part funded under the DEP Resilient Florida grant.

4.2. The data collection zones as described in Sections 4.1.1 above shall be reported on separately. This includes all the deliverables stated within Section 3 of the detailed specifications.

End of Scope and Detailed Specifications

**SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
PER 2 CFR PART 200 APPENDIX II**

1. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

1.1. During the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR agrees as follows:

- A. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.
- D. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the

CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS/ACCESS TO RECORDS

- 2.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of six (6) years from the date of termination of this agreement, or for such period is required by law.
- 2.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the COUNTY, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 2.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 2.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the Grant Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 2.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than six (6) years after final payments and all other pending matters are closed.
- 2.6. The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the COUNTY.

3. DHS SEAL, LOGO, AND FLAGS

- 3.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Grant Administrator pre-approval.

4. LOCAL VENDOR PREFERENCE EXCLUSION

4.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

5.1. This is an acknowledgment that Grant Authority financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT

6.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

7.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation.

8. SUBCONTRACTS

8.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

9. CONFLICT OF INTEREST

9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.

10.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.

10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

11. ENERGY POLICY AND CONSERVATION ACT

- 11.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- 12.1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 12.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 12.3. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 12.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 12.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 12.6. Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

13. TERMINATION FOR CAUSE AND/OR CONVENIENCE

- 13.1. The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- 13.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

14. DEBARMENT AND SUSPENSION

- 14.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 14.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 14.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R.

pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 14.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. RECOVERED MATERIALS

- 15.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 15.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

16. REMEDIES

- 16.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendars days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 16.1.1. Withhold or suspend payment of all or any part of a request for payment.
 - 16.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - 16.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
 - 16.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance.
 - 16.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.
 - 16.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or
 - 16.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

17. OTHER REMEDIES AND RIGHTS

- 17.1. Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this

Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the CONSULTANT/CONTRACTOR/VENDOR.

- 17.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between the County and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

18. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708)

- 18.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 18.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 18.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 18.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. CLEAN AIR ACT

- 19.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 19.2. The contractor agrees to report each violation to the Grant Authority and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Authority and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure

notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- 19.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Grant Authority.

20. FEDERAL WATER POLLUTION CONTROL ACT

- 20.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 20.2. The contractor agrees to report each violation to the Grant Authority and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Authority and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 20.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Grant Authority.

21. BYRD ANTI-LOBBYING AMENDMENT

- 21.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22. CHANGES/MODIFICATIONS

- 22.1. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the County.

23. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

- 23.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

24. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

- 24.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or

as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

End of Supplemental Information Section

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **16 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax, and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

**Cover Page: Introduction does NOT count towards page restriction requested herein. **

TAB 1: Qualifications of Company, Relevant Experience & Reference

- Proposer is requested to demonstrate its experience in providing the services as detailed below. Additionally, proposer shall include a description with details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as Section 3, MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...
 - i. Knowledge of vulnerability assessment and resilience issues in Lee County with respect to projected climate impacts, such as coastal tidal flooding, sea level rise (SLR), coastal erosion, inland and compound flooding, shifting ecosystems, and the legal and fiscal risks associated therewith.
 - ii. GIS mapping along with extensive experience in climate change modeling in Southwest Florida with expertise such as but not limited to, existing models such as ADCIRC, the Sketch Planning Tool and the Sea Level Affecting Marshes Model (SLAMM).
 - iii. Locally relevant experience with policy and programs to address the built environment, natural environment, and transportation systems.

- iv. Successful experience in Southwest Florida conducting productive public meetings that disseminate information, promote interest and awareness of resilience planning, and receive, track, respond to, and incorporate public comments and inquiries.
 - v. Qualified firms must demonstrate an understanding of Lee County's past and ongoing shoreline stabilization projects, inland flooding mitigation efforts, and infrastructure upgrades in order to develop written and visual products and to convey information accurately and effectively. GIS analysts and modelers must use, modify, or create the best analysis tools to identify impacted areas in the various planning horizons and produce compelling maps and other intuitive visual tools to convey this information to the public, agency staff, and elected officials. The CONSULTANT must also have a demonstrated ability to synthesize work products from project elements into a comprehensive and implementable strategy document that can clearly convey information regarding the vulnerability assessment and accompanying map series and serve as the basis for Lee County Risk Assessment and Resiliency Plan.
 - vi. In addition to the grant project specific requirements above, the most qualified CONSULTANT should demonstrate a solid background in legal requirements, risk analysis, regulation and policy development related to climate change, SLR and erosion impacts on local government operations, especially in the Southwest Florida region.
- Provide details of a maximum of three (3) projects similar in scope and size to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - Initial costs of work
 - Final costs of work
 - Number of change orders
 - Total completion time (From Notice to Proceed to Final Invoice payment)
 - Provide a statement of understanding that your firm recognizes that the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 2: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation. Details should include how your Firm expects to handle any regulations or requirements imposed by the project funding sources, CDBG-MIT and DEP Resilient Florida.

TAB 3: Personnel

- Provide a detailed description of the firm's **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

- Firm must identify one staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating, and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.
**Resumes are not included within page restrictions but should be limited to one (1) page per person. **
**Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration."*

TAB 4: Section 3 Strategy & Preference

- As a project receiving CDBG-MIT funding through HUD, preference shall be given to Firms that are registered Section 3 firms at the time of proposal submission. Provide a statement clarifying your Firm's Section 3 status and details that clearly indicate if your Firm is or is not a Section 3 Business as recognized by HUD.
 - Supporting documentation of Section 3 status is requested such as HUD certification or database printout.
- Firm shall also provide a detailed acceptable Section 3 strategy that clearly depicts your Firm's strategy for meeting to the greatest extent feasible the Section 3 strategy for training, employment, and contracting preference.
- Priority consideration shall be given for the business concerns in the order of priority ranking as described in 24 CFR 75:
 - Section 3 business concerns that provide economic opportunities for Section 3 workers, Section 3 residents of public housing projects or residents of section-8 assisted housing in the service area or neighborhood in which the Section 3 covered project is located.
 - Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs.
- Other Section 3 business concerns.
- Notice: A firm is not required to be a Section 3 firm to participate in this solicitation and will **not** be deemed Non-Responsive should they not be a Section 3 business. However, below an outline has been provided on how points are to be allocated based on the requirements:
 - To receive all 15 points allocated to Section 3 the firm must be a registered/certified Section 3 firm and meet the requirements for preference.
 - To receive 10 points allocated to Section 3 the firm must provide proof of their strategy to become a registered/certified Section 3 firm and meet the requirements for preference.
 - However, if the firm is not Section 3 registered/certified or provide a strategy to meet this requirement then 0 points will be allocated to Section 3.

TAB 5: Required Forms

- Forms 1- 9 and any grant related forms

2. SCORING CRITERIA & WEIGHT

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY, RELEVANT EXPERIENCE & REFERENCE	25
2	FIRM PLAN OF APPROACH	35
3	PERSONNEL	25
4	SECTION 3 STRATEGY & PREFERENCE	15
TOTAL POINTS		100
<i>*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.</i>		

3. CN SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (CN)	Friday, August 19, 2022	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, September 20, 2022	Prior to 2:30 PM
First Committee Meeting & Discussion	Wednesday, October 12, 2022	TBD
Notify Shortlist Selection via e-mail (If applicable)	Friday, October 14, 2022	N/A
Final Scoring/Selection Meeting (If applicable)	Tuesday, October 25, 2022	TBD
Board Meeting	December 06, 2022	9:30 AM
Additional notes on Submission Schedule: • <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> • <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> • <i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901.</i>		

End of Submittal Requirements & Evaluation Criteria Section

LEE COUNTY DOCUMENT MANAGEMENT FORM

These forms are required as indicated below and all required forms should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Required	
6	Sub-Contractor List	Required	
7	Public Entity Crime Form	Required	
10	Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion NOTICE TO CONTRACTOR: This form shall be completed and submitted by each intended CONTRACTOR/SUB-CONTRACTOR performing services under this solicitation and its associated Agreement. Failure to provide this form by all required parties may result in non-award of Agreement to CONTRACTOR. CONTRACTOR shall ensure that any SUB-CONTRACTOR added following award of this project shall receive approval by the COUNTY authorized representative and shall complete this form and submit to COUNTY.	Required	
11	Immigration Law Affidavit Certification (E-Verify) (Provide evidence of E-Verify account)	Required	
ADDITIONAL GRANT FUNDED – REQUIRED DOCUMENTS			
1	Equal Employment Opportunity, Civil Rights and Section 3 Certification	Required	
2	Section 3 Business Certificate of Eligibility For Preference	Required	
3	Certification For A Business Seeking Section 3 Preference In Contacting and Demonstration of Capability	Required	
4	Lee County, Florida Disadvantaged Business Enterprise Participation Certification	Required	
5	Schedule D – Disadvantaged Business Enterprise Participation	Required	
6	Anti-Lobbying Certification	Required	
7	Form LLL – Disclosure of Lobbying Activity	If Applicable	
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

FORMS DESCRIPTION & INSTRUCTIONS

REQUEST FOR PROPOSAL CCNA

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

<u>For m #</u>	<u>Title/Description</u>
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1	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference. Verify that all addenda and tax identification number have been provided.

*	<i>Business Relationship Disclosure Requirement</i>
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Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2	<i>Affidavit Certification Immigration Laws</i>
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Form is acknowledgement that the Proposer is in compliance in regard to Immigration Laws.

3	<i>Reference Survey</i>
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Provide this form to reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

4	<i>Negligence or Breach of Contract Disclosure Form</i>
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The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter "**None**" in the first "**type of incident**" block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*
Certifies Proposer's location information

6 *Sub-Contractor/Consultant List* (if applicable)
To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

7 *Public Entity Crimes Form*
Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Immigration Law Affidavit Certification (E-Verify)

ADDITIONAL GRANT FUNDED REQUIRED DOCUMENTS

Equal Employment Opportunity, Civil Rights, and Section 3 Certification

Section 3 Business Certificate of Eligibility for Preference

Certification for a Business Seeking Section 3 Preference in Contracting and Demonstration of Capabil.

Lee County, Florida Disadvantaged Business Enterprise Participation Certification

Schedule D Disadvantaged Business Enterprise Participation

Anti-Lobbying Certification

Disclosure of Lobbying Activities (Standard Form LLL)

* *Proposal Label* (Required)
Self-explanatory. Please affix to the outside of the sealed submission documents.

* *Include any licenses or certifications requested*
Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Proposer's responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)



**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: _____ Submission Deadline Date: 9/20/2022

SOLICITATION IDENTIFICATION: CN220504BAG

SOLICITATION NAME: Waterway Infrastructure Risk & Resiliency

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -**OR**- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL §.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL §, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the Proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ **Business Relationship Applicable (request form)** ☐ **Business Relationship NOT Applicable**

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate.

Yes	No

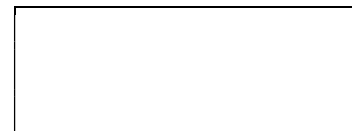
ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative’s Title (printed or typed)

Authorized Representative’s Signature



(Affix Corporate Seal, if applicable)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
 FBI/EIN Number 511111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999

Changed 02/11/2012

**Verify either Principal or Mailing
 address is on Form 1**

Mailing Address

555 N Main Street
 MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**

President, First
 555 AVENUE
 Anytown, USA 99999

Title V

President, Second
 555 AVENUE
 Anytown, USA 99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **CN220504BAG** SOLICITATION NAME: **Infrastructure Risk & Resiliency**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	
COMPANY:	_____	Due Date:	
PHONE #:	_____	Total # Pages:	1
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
_____	_____	_____	
Summarize Scope:	_____	_____	_____

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____

Form 4 -Negligence or Breach of Contract Disclosure Form



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **"NONE"** in the first **"Type of Incident"** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Form 5 - Affidavit Principal Place of Business



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer

Title

⇒ _____
Authorized Signature

Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary:
State of _____
County of _____

⇒ _____
Notary Public Signature

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years
____ Yes* ____ No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy ____ Yes ____ No

Form 6 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)
 by _____
(Print individual's name and title)
 for _____
(Print name of entity submitting sworn statement)
 whose business address is _____
 (If applicable) its Federal Employer Identification Number (FEIN) is _____
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION REQUIREMENTS

NOTICE TO CONTRACTOR:

This form shall be completed and submitted by **each** intended CONTRACTOR/SUB-CONTRACTOR performing services under this solicitation and its associated Agreement. Failure to provide this form by all required parties may result in non-award of Agreement to CONTRACTOR.

CONTRACTOR shall ensure that any SUB-CONTRACTOR added following award of this project shall receive approval by the COUNTY authorized representative and shall complete this form and submit to COUNTY.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective contractor, _____ by submission of this document, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Where the prospective contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR: _____

DATE: _____

NAME OF AUTHORIZED SIGNOR: _____

TITLE OF AUTHORIZED SIGNOR: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

SIGNATURE: _____

Immigration Law Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Lee County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.

Vendors / Bidders are required to enroll in the E-Verify program. Vendors are required to provide the Lee County Procurement Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

Attachment: Immigration Law Affidavit Certification

Solicitation # and Title: CN220504BAG Waterway Infrastructure Risk & Resiliency

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

ADDITIONAL GRANT FUNDED REQUIRED DOCUMENTS

1. Equal Employment Opportunity, Civil Rights and Section 3 Certification
2. Section 3 Business Certificate of Eligibility for Preference
3. Certification for a Business Seeking Section 3 Preference in Contracting and Demonstration of Capability (If applicable)
4. Schedule D Disadvantaged Business Enterprise Participation
5. Anti-Lobbying Certification (required for bids of \$100,000 or more)
6. Disclosure of Lobbying Activities (if applicable)

CONTRACT PROVISIONS

(Required in all county bidding and contract documents for HUD-funded projects)

All HUD-funded construction contracts and subcontracts awarded by Lee County and/or subrecipients shall include at least the provisions listed below. The term *Contractor* includes subcontractors when applicable, which means these provisions must be included in all subcontracts. The dollar amount specified for contract awards is based on the total project costs and therefore all contractors involved in the project are subject to the provisions specified.

- A. This contract and other pertinent contracts entered into by the General Contractor may be terminated for non-compliance if the General Contractor materially fails to comply with any term of this agreement in accordance with existing Lee County contract termination procedure.
- B. This contract and all pertinent contracts entered into by the General Contractor for amounts which are in excess of \$10,000 shall contain suitable provisions for termination by Lee County, including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated because of circumstances beyond the control of the General Contractor.
- C. The General Contractor shall furnish certificates of insurance prior to the commencement of work. The certificates shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days notice by registered mail to the certificate holder. The insurance required shall be written for not less than the limits of liability required by Florida law. Workers Compensation Insurance shall also be required in accordance with Florida law.
- D. The General Contractor for all construction contracts exceeding \$100,000 shall provide a performance bond for 100 percent of the contract price, to secure the contractor's fulfillment of all obligations under the contract; and, a payment bond for 100 percent of the contract price, to assure the payment of all persons supplying labor and material under the contract.
- E. Lee County, HUD and the Comptroller General of the United States shall have access to any books, documents, papers, and records of the Contractor that are directly pertinent to the expenditure of the HUD grant funds for the purpose of making audits, examinations, excerpts, and transcriptions.
- F. All Contractors shall be licensed to do business in Lee County, Florida.
- G. All Contractors shall comply with 24 CFR 570.607 and Executive Order 11246, as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-

assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on Federal or Federally-assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, training and apprenticeship. The General Contractor shall post a copy of the Equal Employment Opportunity poster on the job site.

- H. All Contractors shall comply with the requirements of Executive Orders 11625 and 12432 (Concerning Minority Business Enterprise), and 12138 (Concerning Women's Business Enterprise) to ensure to the maximum extent possible the inclusion of minorities and women and entities owned by minorities and women in all contracts.
- I. All Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) and the implementing regulations in 24 CFR Part 75 which requires to the greatest extent feasible that the training, employment and other economic opportunities arising in connection with proposed project be given to low and very low- income persons residing within the local community and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low and very low-income persons residing in Lee County.
- J. All Contractors shall comply with Title VI of the Civil Rights Act of 1964 as amended, (Public Law 88-352) which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- K. Pursuant to Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and pursuant to 24 CFR Section 570.602, no person on the grounds of race, color, national origin, religion, sex, or age shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with HUD funds.
- L. All Contractors shall comply with 24 CFR Part 8, Nondiscrimination Based upon Handicap in Federally-Assisted Programs and Activities, Architectural Barriers Act of 1968, Sections 502 and 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8, Title III of the Americans with Disabilities Act of 1990, and prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146.
- M. All Contractors shall comply with 24 CFR 570.608 that prohibits the use of lead based paint. Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)) directs the Secretary to prohibit the use of lead based paint in residential structures constructed or rehabilitated with Federal assistance. Such prohibitions are contained in 42 U.S.C. 4821, et seq. and 24 CFR Part 35, Subpart B, and are applicable to residential structures constructed or rehabilitated with assistance provided under this part.

- N. All Contractors involved in a project that results in an award of \$100,000 or more shall have filed the required Anti-Lobbying Certification in accordance with the Byrd Anti- Lobbying Amendment (31 U.S.C. 1352). Execution of the contract by the General Contractor is a material representation of fact upon which reliance was placed that this provision has been complied with.
- O. All Contractors for awards in excess of \$100,000 shall comply with all applicable standards orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et sea.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

NOTE: The above contract provisions are required by 24 CFR Part 85.36

EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND SECTION 3
CERTIFICATION

(To Be Completed By General Contractor And All Subcontractors and Submitted with the Bid)

PROJECT NAME: _____

The undersigned, having submitted a bid for construction of the above identified project,
certifies that he/she shall:

1. Comply with Title VI of the Civil Rights Act of 1964 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Sections 502 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act of 1975 in that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Comply with Executive Orders 11246, 11375 and 12086 in that no employee or applicant for employment shall be discriminated against because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the hiring, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. Comply with Executive Orders 11625 and 12432 Concerning Minority Business Enterprise and Executive Order 12138 Concerning Women's Business Enterprise to ensure to the maximum extent possible the inclusion of minorities and women and entities owned by minorities and women in all subcontracts pursuant to the above contract.
4. Comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR Part 75 which requires to the greatest extent feasible that the training, employment and other economic opportunities arising in connection with the above identified project be given to low and very-low income persons residing within the local community and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low and very-low income persons residing in Lee County.
5. Furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and permit access to its books, records and accounts by Lee County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

CONTRACTOR NAME: _____

SIGNATURE/TITLE: _____

FEDERAL I.D or SOCIAL SECURITY NUMBER: _____

DATE: _____

SECTION 3 CLAUSE
(REQUIRED IN ALL CONSTRUCTION CONTRACTS EXCEEDING \$100,000 IF
HUD FINANCIAL ASSISTANCE IS INVOLVED)

All construction contracts in excess of \$100,000 shall include the following provisions if the construction project involves HUD financial assistance. The term contractor includes subcontractors when applicable. The dollar amount specified for contract awards is based on total project costs and therefore all contracts involved in the project are subject to the provisions specified. The following contract provisions are required by HUD Regulations 24 CFR Part 75.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3 and the Final Rule. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. This notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipate date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations outline in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of 24 CFR Part 75 regulations.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. The contractor agrees to contact the Housing Authority City of Fort Myers, 239-344-3238 if new hires or subcontractors are required and document results of the contact.

SECTION 3 BUSINESS CERTIFICATE OF ELIGIBILITY FOR PREFERENCE

NOTE: This certificate must be signed by the person who will sign, or has signed the Bid Form. This certificate will become a part of the contract documents. This form is a listing of Section 3 businesses that are planned to be a part of the project. If that is unknown or none apply, the form must still be completed.

Project Number: _____ Bid Number: _____

Project Name: _____

This is a formal certification that the below list of Section 3 Business(es) will be utilized on the above project and that such business(es) qualify for a Section 3 Business Preference and meet the requirements of a Section 3 Business as defined in the Bidding Procedures for this project.

a. Section 3 Business Name: _____

Address; Description of Work: _____

Dollar Value of Proposed Work: Not applicable at time of bid submission.

b. Section 3 Business Name: _____

Address; Description of Work: _____

Dollar Value of Proposed Work: Not applicable at time of bid submission.

c. Section 3 Business Name: _____

Address; Description of Work: _____

Dollar Value of Proposed Work: Not applicable at time of bid submission.

The percentages of the total dollar value of all Section 3 Business work compared to the total bid price Not applicable ^{0%} at time of bid submission.

e. This certification is a material representation of the face upon which reliance may be placed if the proposed transaction is entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department of Housing and Urban Development and Lee County may pursue available remedies.

f. The undersigned contractor's representative shall provide immediate written notice to the agency to which this proposal is submitted if at any time the undersigned learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Contractor's Name _____ Signature _____ Date _____

***CERTIFICATION FOR A BUSINESS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY***

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership
 ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| ☐ Copy of resident lease | ☐ Copy of receipt of public assistance |
| ☐ Copy of evidence of participation
in a public assistance program | ☐ Other evidence |

For business entity as applicable:

- | | |
|--|---|
| ☐ Copy of Articles of Incorporation | ☐ Certificate of Good Standing |
| ☐ Assumed Business Name Certificate | ☐ Partnership Agreement |
| ☐ List of owners/stockholders and
% ownership of each | ☐ Corporation Annual Report |
| | ☐ Latest Board minutes appointing officers |
| ☐ Organization chart with names and titles and brief function statement | |
| ☐ Additional documentation | |

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|--|
| ☐ List of all current full-time employees | ☐ List of employees claiming Section 3 status |
| ☐ PHA/IHA Residential lease less than 3
years from day of employment | ☐ Other evidence of Section 3 status less than 3
years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

(Corporate Seal)

Authorizing Name and Signature

Attested by: _____

Looking for Work!

Getting qualified as a Section 3 Resident or Business may help.

If you are a

- Resident of public housing
- Income-qualified according to HUD regulations
- Business that is owned, employs or subcontracts with Section 3 residents/businesses

You may be qualified as a “Section 3 Resident or Business

Section 3 of the Housing and Urban Development Act provides preference to hiring and contracting with eligible residents and businesses of the local community for HUD-funded construction projects.

Contact the Real Estate Development Dept.
Housing Authority City of Ft. Myers,
239-344-3223 to see if you qualify.

Getting qualified does not guarantee employment or award of contracts



**LEE COUNTY, FLORIDA
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): _____

This is a formal certification that the below list of Disadvantage Business Enterprise Sub-Contractor(s) and amount(s) were utilized on the above project.

DBE SUB-CONTRACTOR	SUB-CONTRACTOR AMOUNT	AMOUNT PAID
	<i>Not applicable at time of bid submission.</i>	

SIGNED: _____

DATE: _____

Send To: Lee County Department of Human Services
2440 Thompson Street
Fort Myers, FL 33901
(239) 533-7930

SCHEDULE D

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Bid Form. This form is a listing of subcontractors that are planned to be a part of the project. If those subcontractors are unknown or none apply, the form must still be completed. This form will become a part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐
(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐
(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐
(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐
(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT
WORK:

\$ Not applicable at time of bid submission.

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED:

Not applicable at time of bid submission. %

CONTRACTOR NAME

SIGNATURE

DATE

ANTI-LOBBYING CERTIFICATION

(REQUIRED FOR ALL BIDS OF \$100,000 OR MORE)

PROJECT NAME: _____

The undersigned, having submitted a bid to: _____

for construction of the above identified project in the amount of: \$ Not applicable at time of bid submission.

does hereby certify that:

1. No appropriated Federal funds have been paid or will be paid, by or on behalf of myself, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than appropriated Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, I will complete and submit Standard Form – LLL, Disclosure of Lobbying Activities in accordance with its instructions.
3. Submission of this certification is imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GENERAL CONTRACTOR _____

SIGNATURE _____

TITLE _____

FEDERAL ID OR SOCIAL SECURITY NUMBER _____

DATE _____

NOTE: All general contractors who bid for an award of \$100,000 or more shall file the required anti-lobbying certification in accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier of subcontractors certifies to the tier above that it will not and has not used appropriated Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the General Contractor.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known : 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable : _____		
8. Federal Action Number, if known :			9. Award Amount, if known : \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	CN220504BAG
SOLICITATION TITLE:	Waterway Infrastructure Risk & Resiliency
DATE DUE:	Tuesday, September 20, 2022
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1 st Floor Fort Myers FL 33901



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

1. **Requested Motion:**

Meeting Date: January 9, 2023

Authorization to award the Emergency Preparations for Temporary Relocations to FMB Builders, Inc. as the low, responsive and responsible bidder in response to ITB-23-05-AD, in an amount not to exceed \$985,860.00. Authorize the Town Manager to negotiate a final and best offer, and execute the contract documents.

Why the action is necessary:

The existing trailers and tents being used by the Town as a temporary Town Hall will soon be withdrawn by the State FDEM

What the action accomplishes:

Allows staff to plan for and relocate the temporary Town Hall to another location

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

The amount of this proposed procurement requires Town Council approval per the Town Code.

4. **Submitter of Information:**

5. **Background:**

Approval is required due to the amount being over \$25,000.

Attachments:

1. ITB- 23-05-AD Emergency Preparations for Temporary Relocation
2. Bid Opening Tabulation ITB- 23-05-AD
3. FMB Builders proposal

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Yadzia Roa, Deputy Town Clerk/Contracts Manager
Alison Giesen, Director of Cultural, Parks & Recreation
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 12/29/2022
Approved - 1/3/2023
Approved - 1/4/2023
Approved - 1/5/2023
Final Approval - 1/5/2023

THE TOWN OF FORT MYERS BEACH



INVITATION TO BID

**Emergency Preparations for Temporary Relocation
2731 Oak Street
Fort Myers Beach, FL 33931**

ITB-23-05-AD

Issued: November 10, 2022
Proposals Due: November 23, 2022
11:00 a.m. Local Time

Prepared by:

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

TABLE OF CONTENTS

PART	DESCRIPTION	PG #
A	INVITATION TO BID	3-4
B	LEGAL NOTICE TO BIDDERS	
	Obtaining Bidding Documents	6
	Submittal of Bids.....	6
	Town Project Personnel	7
C	INSTRUCTIONS TO BIDDERS	
	Definitions.....	8-9
	Bidder Examination / Investigation of Site.....	9
	Preparation of Bid.....	10
	Town Interpretation / Addenda	11
	Bid Security and Forfeiture	11
	Public Construction Bond	12
	Insurance Requirements	12
	Submission of Bids	13
	Withdrawal, Transfer or Modification of Bids.....	13
	Bid Opening.....	13
	Award of Contract / Rejection of Bids.....	13
	Execution of Written Contract.....	14
	Bid Protest Procedure	14
	Public Entity Crime Affidavit	15
	Drug Free Workplace	15
	Immigration Laws	15
	Non-Collusion Affidavit	15
	E-Verification	15
	Prohibition Against Contracting with Scrutinized Companies.....	16
	BID PROPOSAL FORMS	
D	Bidder Submittal Checklist	17
	FMB:001 Official Bid Form	18
	FMB:003 Official Bid Bond	24
	FMB:004 Contractor Qualification Questionnaire.....	25
	FMB:005 Disadvantaged Business Enterprise Participation	32
	FMB:019 Public Entities Crime Form	33
	FMB:021 Non-Collusion Affidavit	35
	FMB:022 Trench Safety Affidavit (when applicable)	36
	FMB:023 Materials Manufacturers List.....	37
	FMB:024 List of Sub-Contractors	38
	FMB:100 Certification Immigration Laws Affidavit.....	39
	CONSTRUCTION CONTRACT	
E	FMB:006 Agreement Form	41
	ATTACHMENT "A": GENERAL CONDITIONS	
	Article 1 – Preliminary Matters.....	50
	Article 2 – Definitions.....	51
	Article 3 – Starting the Work.....	55
	Article 4 – Interpretation, Intent, Amending and Reuse of Contract Document	55
	Article 5 – Availability of Lands: Physical Condition: Reference Points	56
	Article 6 – Bonds and Insurance	58
	Article 7 – Contractor's Responsibilities	65
	Article 8 – Work By Others	72

Article 9 – Owners Representative’s Status During Construction	73
Article 10 – Changes in the Work.....	73
Article 11 – Change in Contract Price.....	74
Article 12 – Change in Contract Time.....	75
Article 13 – Warranty Guarantee / Acceptance of Defective Work	76
Article 14 – Payment and Completion	79
Article 15 – Suspension of Work and Termination	82
Article 16 – Miscellaneous	84
Article 17 – Maintenance of Records	84
Article 18 – Federal Requirements	85
FMB:007 Public Construction Bond	86
FMB:800 Clean Irrevocable Letter of Credit	89
Certificate of Insurance	90
FMB:009 Town of Fort Myers Beach Bid Proposal Request	91
FMB:010 Field Change Order	92
FMB:011 Change Order	93
FMB:012 Field Directive Change	94
FMB:013 Estimate and Requisition for Payment	96
FMB:013 Progress Payment Certification	97
FMB:013 Final Payment Certification and Contractors Affidavit	98
FMB:014 Certificate of Substantial Completion	99
FMB:015 Warranty	101
FMB:016 Owners Representative Certificate of Final Completion	102
FMB:017 Disadvantage Business and Minority Business Enterprise Participation Certification	103
FMB:018 Contractor Performance Evaluation	104

F

SPECIAL PROVISIONS

1.0	– Time of operations	106
2.0	– Transportation Facilities	106
3.0	– Water and Sewer	106
4.0	– Electricity	106
5.0	– Sufficient Plant and Equipment	106
6.0	– Layout of Work	107
7.0	– Record Drawings	107
8.0	– Variation in Estimated Quantities	107
9.0	– Contractor’s Responsibility and Daily Reports	108
10.0	– Health and Safety Plan	109
11.0	– Permits	109
12.0	– Site Conditions	110
13.0	– Physical Data	111
14.0	– Owner and Engineer’s Approval of Work	111
15.0	– Historic and Archaeological Resources	111
16.0	– Private Property	111
17.0	– Notifications	112
18.0	– Damage of Existing Facilities	112
19.0	– Pollution Control	113
20.0	– Access of Work	113
	Federal Contract Provisions and Assurances	

PART A
INVITATION TO BID
BID # ITB-23-05-AD

The TOWN OF FORT MYERS BEACH, Florida will receive **SEALED BIDS** for **Emergency Preparations for Temporary Relocations, ITB-23-05-AD** on or before **Wednesday, November 23, 2022 @ 11:00 A.M. Local Time**. Any bid received by the TOWN later than the above time shall remain unopened. Project scope includes but is not limited to:

The Town of Fort Myers Beach seeks to contract with a qualified Contractor to do emergency preparations for temporary relocations.

The scope is further defined and detailed within the Plans, Technical Specifications and General Conditions associated with this project. Contractor is responsible for reviewing all documentation associated with this project.

All work performed shall follow all Federal, State, Local, OSHA and department mandated regulations and specifications for associated work.

1. PRE-BID CONFERENCE

There will be a **MANDATORY** pre-bid meeting on Tuesday, November 15, 2022, at 11:00 A.M. Local Time, at the 2731 Oak Street Ft Myers Beach, FL 33931. The project will be built in strict compliance with the plans and specifications in the Contract Documents.

2. DESCRIPTION OF WORK AND LOCATIONS

- Remove and replace Fire alarm system to be returned to pre-hurricane status
- Sprinkler system certified to code and returned to pre-hurricane status
- Remove and replace All drop ceiling/tiles/grid
- Remove and replace cabinets (kitchen, maintenance, and storage areas) to same quality as pre-hurricane status
- Remove and replace all electrical to height of 8' from ground level to return to pre-hurricane status
- Remove and replace all wood and framing returning it to original on weight room around windows and doors
- Remove and replace all interior/exterior doors to pre-hurricane status
- Repair all soffits while adding 6" insulation above all
- Replace fascia and soffits on lower portions of south and southeast corners of the structure
- Remove and replace security system to pre-hurricane status. Contractor shall work with the Town's contractor to coordinate with the existing system(239-241-1171)
- Paint all interior walls 90" in height from floor to match existing colors.
- Prep/paint all I-beam steel structural members around exterior to a height of 4' above ground level to match existing colors.
- Remove all tree and trash within 75' perimeter of building exterior
- Push back any debris piles to allow room for parking and add temporary fencing to separate debris piles from parking area
- Remove and replace all bathroom partitions
- Remove and replace lift station controls
- Repair any damage to metal roofing preventing leaks
- Remove and replace overhead roll up doors with hardware (2) 10'x12'

- Mold/mildew remediation throughout the entire structure
- All HVAC systems to be replaced
- Replace sheetrock ceiling in women's bathroom of main entry
- Replace roll up window in kitchen area
- Replace water heaters and water fountains in building
- Remove and replace all diamond plate wainscoting in weight room area

The CONTRACTOR agrees to perform all the work necessary to complete all items listed below.
The OWNER has the right to accept or reject any or all part of a submitted bid.
This project requires the Contractor to be licensed and insured in the State of Florida.
The TOWN will require a Bid Bond and a Public Construction Bond on this project.

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town of Fort Myers Beach, to waive any informalities in any bids; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in bids received, and/or to reject any or all bids.

Anticipated Schedule:

Task	Date
Bids Due	Wednesday, November 23, 2022 @ 11:00 AM Local Time.
Bid Opening	Wednesday, November 23, 2022, @ 11:15 AM Local Time.
Recommendation of Award	December, 2022
Town Council Approval	Monday, December 12, 2022

PART B
LEGAL NOTICE TO BIDDERS

NOTICE IS HEREBY given that sealed bids will be received by the TOWN OF FORT MYERS BEACH, 2525 Estero Boulevard, Fort Myers Beach, Florida, 33931 until **Wednesday, November 23, 2022 @ 11:00 A.M. Local Time**. Bids shall be opened at approximately 11:15 a.m. the same day, 2545 Estero Blvd., Fort Myers Beach, FL 33931.

PROJECT: Emergency Preparations for Temporary Relocations, ITB-23-05-AD

Any bid received by the Town after the above date and time shall remain unopened.

There will be a MANDATORY pre-bid meeting on Tuesday, November 15, 2022, at 11:00 A.M. Local Time.

SCOPE OF WORK:

The Town of Fort Myers Beach seeks to contract with a qualified Contractor to do emergency preparations for temporary relocations. For details refer to DemandStar.com or Fmbgov.com.

The TOWN will require a Bid Bond and a Public Construction Bond on this project.

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town of Fort Myers Beach, to waive any informalities in any bids; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in bids received, and/or to reject any or all bids.

OBTAINING BIDDING DOCUMENTS

- 2.1. BIDDER must furnish the TOWN with a mailing address, e-mail address, phone number and facsimile number for contact purposes. It shall be the BIDDER'S sole responsibility to keep all such information current with the TOWN until the execution of a construction contract by the TOWN for this project. If the official documents are not obtained directly from the Town of Fort Myers Beach, or are modified in any manner, the bid **will not** be accepted for consideration by the TOWN.
- 2.2. Complete sets of Bid Documents must be used in preparing the Bid. The TOWN will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

1. SUBMITTAL OF BIDS

3.1 BID SUBMITTALS MUST COMPLY WITH THE FOLLOWING TO BE VALID:

- 3.1.1 Bid must be received by the TOWN via DemandStar.com, prior to bid closing time.
- 3.1.2 Completed Official Bid Form (#FMB:003), bid must be properly signed and, where applicable, corporate and/or notary seals attached. The complete, computerized bid schedule must be submitted with the bid at bid submission as applicable.

3.2 EACH FIRM **MUST SUBMIT VIA DemandStar.com prior NOVEMBER 23, 2022, 11:00 A.M. LOCAL TIME:**

FAILURE TO COMPLY AND SUBMIT MAY RESULT IN DISQUALIFICATION OF THE BID.

- 3.2.1. Signed and notarized Affidavit of Certification Immigration Laws (#FMB:100).
- 3.2.2. Contractor 's Qualification Questionnaire (Form #FMB:004)
Note: A current copy of Form #FMB:004 can be placed on file with the TOWN and must be kept current every 12 months.
- 3.2.3. Non-Collusion (#FMB:021)
- 3.2.4. Materials List (#FMB:023)
- 3.2.5. Sub-Contractors List (#FMB:024)
- 3.2.6. Signed Acknowledgment of Receipt of Addenda (if any).

FAILURE TO SUBMIT ANY OF THE FOREGOING MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE.

- 3.3 THE FOLLOWING MUST BE SUBMITTED WITHIN TEN (10) CALENDAR DAYS AFTER RECEIPT OF NOTICE TO AWARD; FAILURE TO SUBMIT MAY BE GROUNDS TO RESCIND AWARD:
 - 3.3.1. Public Construction Bond, Letter of Credit, or Cash Bond (as provided in Part C).
 - 3.3.2. Certificate of Insurance (as provided in Part C)

- 3.4 The TOWN reserves the right to waive informalities in any bids; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the TOWN.
- 3.5 The TOWN shall not be responsible for any cost incurred by any bidder in the preparation of these Bid Documents.

2. TOWN PROJECT PERSONNEL

The Project Managers for this project is Alison Giesen- Culture, Parks & Recreation Director and for technical matters Jason Freeman, Public Works Director, 2525 Estero Blvd., Fort Myers, Florida 33931

PART C INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1. "ADDENDUM" means any additional Contract provisions, in writing signed and sealed by the CONSULTANT, if applicable, issued by the TOWN prior to the receipt of Bids, which clarify, correct, change or interpret the Bidding Documents or the Contract Documents.
- 1.2. "ALTERNATE BID" means an amount stated In the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
- 1.3. "BASE BID" is the sum stated in the Bid for which the Bidder offers to perform the Work described as the base, to which Work may be added or deducted for sums stated in Alternate Bid.
- 1.4. "BIDDER" is any individual, firm, partnership, joint venture, or corporation submitting a bid for this project, acting directly or through an authorized representative.
- 1.5. "BID" is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.6. "BID BOND" is a security in the form and amount required by the TOWN pledging that the BIDDER will enter into a Contract with the TOWN on the terms stated in the Bid.
- 1.7. "BIDDING OR BID DOCUMENTS" are the Request for Bids, the Notice to Bidders, Instructions to Bidders, sample forms, Addenda issued prior to receipt of Bids, the Bid Proposal Form and the proposed Contract.
- 1.8. "CONTRACT PRICE" means the total monies payable to the CONTRACTOR under the Contract Documents.
- 1.9. "TOWN" is defined as the Town of Fort Myers Beach, Fort Myers Beach, Florida, a political subdivision of the State of Florida, its successors and assigns, also referred to as OWNER.
- 1.10. "RESPONSIBLE BIDDER" is defined as a person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, relevant experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract.
- 1.11. "SUCCESSFUL BIDDER" is defined as the lowest, qualified, responsible, and responsive bidder to whom the Town Council makes a written award, based upon evaluation criteria contained herein.
- 1.12. "TRIPLICATE" is defined as one original and two copies.
- 1.13. "BIDDING DOCUMENTS" or "CONTRACT DOCUMENTS" include Request for Bids (Part A); Notice to Bidders (Part B); Instructions to Bidders (Part C); Bid Proposal (Part D); Construction Contract (Part E); Plans & Technical Specifications (Part G); all Addenda issued by the TOWN; all Change Orders or Contract Amendments; Town Purchase Order. NOTE: *Title, Subtitles, Headings, Running Headlines of Contents, and Indexes are used merely for convenience purposes*

2.1. "SAMPLE FORMS" include:

- No. FMB:003----- Bid Form
- No. FMB:001----- Bid Bond
- No. FMB:004----- Contractor's Qualification Questionnaire
- No. FMB:005----- Disadvantaged Business Enterprises Participation
- No. FMB:006----- Construction Contract Agreement Form
- No. FMB:007----- Public Construction Bond
- No. FMB:008----- Clean Irrevocable Letter of Credit
- No. FMB:009----- Fort Myers Beach Proposal Request
- No. FMB:010----- Field Change Order
- No. FMB:011----- Change Order
- No. FMB:012----- Field Directive Change
- No. FMB:013----- Application for Estimate & Requisition for Payment
- No. FMB:014----- Certificate of Substantial Completion
- No. FMB:015----- Warranty
- No. FMB:016----- Owner's Representative Certificate of Final Completion
- No. FMB:017----- Disadvantaged Business Enterprise / Minority Business Participation Certification
- No. FMB:018----- Contractor Performance Evaluation
- No. FMB:019----- Public Entities Crime Form
- No. FMB:021----- Non-Collusion Affidavit
- No. FMB:022----- Trench Safety Affidavit (when applicable)
- No. FMB:023----- Materials List
- No. FMB:024----- List of Sub-Contractors
- No. FMB:100----- Affidavit Certification Immigration Laws
- Certificate of Insurance (Standard Accord)

3. BIDDER EXAMINATION/INVESTIGATION OF SITE

- 2.1. Before submitting a bid, BIDDER should carefully examine the site of the proposed work and make all necessary investigations to inform itself thoroughly as to all difficulties involved in the completion of all work required pursuant to the requirements of this bid package. No claim of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this bid package as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful BIDDER to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.
- 2.4. BIDDER shall not be entitled to compensation beyond its bid price when required to incur expenses because of tolls, weight limits of trucks, access to the site, permanent or temporary power at the job site, delivery of materials, temporary utilities, or compliance with OSHA requirements when examination and/or investigation of the site conditions and access routes would have revealed the extra expense involved. *The above list is intended to be illustrative and not all-inclusive.*

3. **PREPARATION OF BID**

- 3.1. Each BIDDER shall submit the completed Bid Form No. FMB:003 (provided in Part D) and indicate the total lump-sum, or total unit price base bid, and any total price(s) of any alternative(s) requested as part of the bid solicitation. BIDDER must furnish all requested information in the space provided in the Bid Proposal Form (Part D). The BIDDER is solely responsible for reading and completely understanding the requirements and the specifications of the items bid.
- 3.2. Signatures shall be required as follows:
 - 3.2.1. Bids by a corporation must be manually executed in the corporate name, by the President or Vice President (or other corporate officer, accompanied by corporate resolution authorizing that person to sign). The corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and State of incorporation must be shown below the signature. Non-resident corporations shall furnish to the TOWN a duly certified copy of all required authorizations to transact business in the State of Florida along with the bid proposal.
 - 3.2.2. Bids by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.
 - 3.2.3. Attorneys-in-Fact who execute bonds or other surety instruments must attach, with each bond or surety instrument, a current certified copy of their power of attorney that indicates the time period during which the power of attorney is valid.
 - 3.2.4. All names must be typed or printed below the signature.
- 3.3. Bid errors shall be handled as follows:
 - 3.3.1. Where bids have erasures or corrections, each erasure or correction must be in ink and initialed in ink by the BIDDER.
 - 3.3.2. In the case of unit price bids, if an error occurs in the extension of an item, the unit price in words (as shown in the bid) will govern.
- 3.4. Any blank spaces on the Bid Proposal Form (Part D), qualifying notes, exceptions, counter offers, lack of required submittals, signatures, or failure to submit a bid on the Town's form may cause BIDDER to be declared non-responsive.
- 3.5. Where required by the bid package, BIDDERS must submit (with their bid proposal) cuts, sketches, descriptive literature and/or complete specifications relative to the items proposed and offered.
- 3.6. The BIDDER shall comply with the Florida Sales and Use Tax Law as it may apply to this Contract. The Bid amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful BIDDER and/or its Sub-Contractors or material suppliers.

4. TOWN INTERPRETATION / ADDENDA

- 4.1. No interpretation or clarification of the meaning of the plans, specifications, or other contract documents will be binding if made to any BIDDER orally. Every such request must be in writing, addressed to Town of Fort Myers Beach, Attn: Contracts Manager, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, or via e-mail to bids@fmbgov.com **and received no later than noon seven (7) calendar days (excluding Saturdays, Sundays, and Holidays) prior to bid opening date.**
- 4.2. Any interpretations, any supplemental instructions, and/or any modifications to the Bidding Documents deemed advisable by the TOWN **will be issued as a written Addendum and made available to all known BIDDERS via email, not later than three (3) calendar days, prior to the bid opening date. Questions will not be accepted during the last seven (7) days prior to bid opening date, unless otherwise specified by the TOWN. All Bidders are encouraged to contact the TOWN at least five (5) calendar days before the Bid receiving date to verify information regarding Addenda. Bidder shall acknowledge receipt of all Addenda, by number and date, in Part D, Official Bid Form. Failure to do so may result in rejection of the bid as non-responsive. Addenda information will be forwarded to BIDDER's email address upon issuance and may be posted on the TOWN'S Web Site at www.fmbgov.com. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE HE/SHE OBTAINS INFORMATION RELATED TO ADDENDA. All Addenda shall become part of the Contract Documents.**

5. BID SECURITY AND FORFEITURE

- 5.1. The BIDDER shall provide Bid Security in an amount not less than **five percent (5%)** (including applicable alternates) of the total amount of the bid. The Bid Security is to be submitted to the TOWN in triplicate (one original and two copies). The copies must be a photographic reproduction of the completed form set forth in the Contract Documents and be clearly marked "COPY".
- 5.2. The following types of Bid Security are acceptable:
 - 5.2.1. A Certified Check or a Cashier's Check, in a stated dollar amount of not less than five percent (5%) of Bidder's total bid, including alternates if applicable. Any Certified Checks or Cashier Checks submitted in lieu of a Bid Bond shall be drawn on a solvent bank or trust company, made payable to Town of Fort Myers Beach and shall have all necessary documentary revenue stamps attached (if required by law); or
 - 5.2.2. A bid bond may be submitted on Town of Fort Myers Beach Paper Bid Bond Form No. FMB: 001, completed and signed by all required parties, of not less than five percent (5%) of Bidder's total bid (including Alternate(s) if applicable). Contact your Surety Company to inquire if they utilize the Electronic Bid Bond form through Fort Myers Beach. The Bid Bond, whether submitted by paper or electronic format, shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of authority to execute the bond being submitted.
 - 5.2.3. Personal checks are not acceptable to the Town as Bid Security.

- 5.3. The Bid Security of the successful Bidder will be retained by the Town until Bidder has executed the contract, whereupon the Bid Security will be returned. The Bid Security of other Bidders whom the TOWN believes to have a reasonable chance of receiving the award may be retained by the TOWN until the effective date of the Agreement, whereupon all Bid Securities furnished by such Bidders will be returned.
- 5.4. If, within seven (7) calendar days after notification of the TOWN'S approval to award a contract, the successful BIDDER refuses or otherwise neglects to execute the required written contract, fails to furnish the required Public Construction Bond, or fails to submit the required Certificate of Insurance, then the TOWN may rescind the Notice of Award. The amount of the BIDDER'S bid security shall be forfeited and may be retained by the Town if BIDDER fails to execute the contract.
- 5.5. No claim of mistake or misunderstanding of the conditions of forfeiture of the Bid Security shall entitle the BIDDER to recover its bid security and shall not be a defense in any action for recovery of the bid security based upon BIDDER's neglect or refusal to execute a written Contract.

6. PUBLIC CONSTRUCTION BOND

- 6.1. If required, a Public Construction Bond (on Form No. FMB:007 provided in (Part E) issued in a sum equal to one hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Fort Myers Beach and otherwise authorized to transact business in the State of Florida shall be required from the successful BIDDER. The purpose of the bond is to insure the faithful performance of the obligations imposed by the resulting contract and protect the TOWN from lawsuits for non-payment of debts incurred during the successful BIDDER'S performance under such Contract.
- 6.2. A public construction bond must be properly executed by the Surety Company and successful BIDDER when the Contract is executed by the successful BIDDER. Only the form provided with the contract documents (Form No. FMB:007 provided in Part E) will be accepted.
- 6.3. A Clean Irrevocable Letter of Credit or a Cash Bond may be accepted by the TOWN in lieu of the Public Construction Bond. Only the form provided with the contract documents (Form No. FMB:008 provided in Part E) will be accepted.

7. INSURANCE REQUIREMENTS

- 7.1. An Insurance Certificate (Standard Accord form provided in Part E) shall be required from the successful BIDDER. Such form must be properly executed and submitted by the insurance company and successful BIDDER when the contract is executed by the successful BIDDER. Such certificate of insurance must have a minimum thirty (30) days' notice of cancellation, state that the coverage is primary, shall be in the types and amounts stated in Part E (Supplementary Conditions) of the Contract Documents, and shall include the Town of Fort Myers Beach as an additional insured.

8. SUBMISSION OF BIDS

- 8.1 WE WILL ONLY BE ACCEPTING BID VIA DEMANDSTAR.COM. **ITB-23-5-AD; NOVEMBER 23, 2022, 11:00 A.M. LOCAL TIME.**
- 8.2 The proper delivery of the bid to the Town of Fort Myers Beach is solely and strictly the responsibility of the BIDDER. The Town of Fort Myers Beach shall not be responsible for delays caused by the United States Postal Service or any other occurrence. Bids submitted by certified or registered mail, not received by advertised date and time of Bid Opening, will not be honored.
- 8.3 Bids must be submitted on the forms provided. The TOWN reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid opening.
- 8.4 Bids received after the time set for the bid opening will not be considered. Late bid proposals will remain unopened with the notation: *"This bid was received after the delivery time designated for the receipt of bids."*

9. WITHDRAWAL, TRANSFER OR MODIFICATION OF BIDS

- 9.1. Bids may be withdrawn by written, faxed or telegraphic requests that are received by TOWN prior to the time fixed for the opening of bid proposals.
- 9.2. BIDDER may not withdraw its bid after the appointed bid opening time.
- 9.3. Bid modifications received after the time set for bid opening will not be considered. Modifications, in writing, received prior to the bid opening will be accepted.
- 9.4. BIDDER may not assign or otherwise transfer its bid prior to or after the bid opening time.

10. BID OPENING

- 10.1. At the time and place fixed for the opening of bids every bid properly delivered within the time fixed for receiving bids will be opened and the bidder's name publicly read aloud, irrespective of any irregularities that may be found therein. BIDDERS and other persons interested may be present, in person or by representative. In accordance with CS/HB 7223, an abstract of the amounts of the base bids and major alternates (if any) will be made available, upon request, to BIDDERS the earlier of thirty (30) days after the opening of bids or when a Notice of Intent to Award is issued. At that time, a Bid tabulation will be posted on the TOWN's website at www.fmbgov.com.

11. AWARD OF CONTRACT / REJECTION OF BIDS

- 11.1 The contract will be awarded to the lowest responsive and responsible BIDDER whose bid, conforming to the Invitation to Bid, is most advantageous to the TOWN, price and other factors considered. The TOWN reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, TOWN reserves the right to reject the Bid of any BIDDER if TOWN believes that it would not be in the best interest of the Project to make an award to that Bidder, whether the Bid

is not responsive or the Bidder is unqualified, due to lack of relevant experience or other reasons, to perform the type of work required, or if the Bidder is of doubtful financial ability

or fails to meet any other pertinent criteria established by TOWN for the Bid.

Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 11.2 In evaluating Bids, the TOWN will consider the qualifications and relevant experience of the Bidders in performing work on similar projects (as well as their subcontractors, suppliers, or others when such entities are required to be disclosed by Bidders), whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The TOWN may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work, when such data is required to be submitted prior to the Notice of Award.
- 11.3 The TOWN may conduct such investigations as the TOWN deems necessary and appropriate to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations proposed by Bidder hereunder.
- 11.4 Nothing contained herein shall require the Town to reject bids or award a contract based upon anything other than its sole discretion as described herein. By submitting a bid, the BIDDER recognizes and accepts that the TOWN may reject the bid based upon the exercise of its sole discretion. The sole remedy of a disappointed BIDDER for the improper award of a bid by TOWN shall be recovery of bid preparation costs and TOWN shall not be liable for any lost profits or attorney's fees incurred by BIDDER as a result of an improper award.

12. EXECUTION OF WRITTEN CONTRACT

- 12.1 Within seven (7) calendar days of notice of award, the successful BIDDER will be required to sign the Agreement form (included as Part E of the Bid Documents) pursuant to the award made by the TOWN to the successful BIDDER.
- 12.2 The TOWN will issue a "Notice to Proceed" on the Project within fifteen (15) calendar days of the effective date of the Agreement as shown in the Construction Contract (Part E).

13. BID PROTEST PROCEDURE

- 13.1. Any BIDDER that has submitted a formal bid to Town of Fort Myers Beach, and who is adversely affected by an intended decision with respect to the award of the formal bid, must file with the Town's Contract Manager a written "Notice of Intent to File a Protest" in accordance with the bid protest procedure specified in Fort Myers Beach Purchasing Manual which is available for examination and/or copying at Fort Myers Beach Town Hall, 2525 Estero Blvd., Fort Myers Beach, FL 33931 (239) 765-0202

"FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY TOWN OF FORT MYERS BEACH TOWN COUNCIL SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

14. PUBLIC ENTITY CRIME AFFIDAVIT

- 14.1. Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the Town; may not submit a bid on a contract with the Town for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the Town; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Town, may not transact business with the Town in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list. (Form No. FMB:019).

15. DRUG FREE WORKPLACE

- 15.1. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received for the procurement of contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the evaluation/award process. In order to have a drug-free workplace, a business shall comply with the requirements of Florida Statutes Section 287.087.

16. IMMIGRATION LAWS

- 16.1. The Town of Fort Myers Beach will not intentionally award Town contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA").
- 16.2. The Town of Fort Myers Beach shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of the contract by Town of Fort Myers Beach.

17. NON-COLLUSION AFFIDAVIT

- 17.1. Each Bidder shall complete the Non-Collusion Affidavit (Form No. FMB:021) contained within the Bid package and include it with the Bid.

18. E-VERIFICATION

- 18.1. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- 18.2. A contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an
- 18.3. unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of the AGREEMENT.

- 18.4. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- 18.5. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- 18.6. A contractor terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that the Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
- 18.7. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

19. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

- 19.1. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

PART D BIDDER SUBMITTAL CHECKLIST

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE BIDDER IN PREPARING A COMPLETED BID SUBMITTAL

I M P O R T A N T: Please read carefully and follow each item.

Please check off each of the following items as the necessary action is completed:

- ☐ 1. No. FMB:003 Official Bid Form, pg. D-2, insert firm name at the bottom of the page
- ☐ 2. Signed copy of each addendum, if any.
- ☐ 3. No. FMB:003 Official Bid Form, pg. D-3, insert Project Cost and any Alternates (if required)
- ☐ 4. No. FMB:003 Official Bid Form, pg. D-5, all addenda issued, if any, have been acknowledged. (*If a replacement proposal bid form or bid schedule page was issued with any addenda, replacement page is used for submitting a bid)
- ☐ 5. No. FMB:003 Official Bid Form, pg. D-5, substantial and final completion days inserted (if required)
- ☐ 6. No. FMB:003 Official Bid Form, pg. D-6, has been properly signed with the corporate seal (if applicable). Attested to by the Secretary.
- ☐ 7. No. FMB:001 Bid Bond / Cashier's Check/Certified Check have been submitted with the bid in the amount indicated
- ☐ 8. No. FMB:003 Official Bid Form, Bid Schedules & Disk (if applicable), have been properly completed, unit price extensions and totals have been checked for accuracy
- ☐ 9. Any other submittals required in Part B, "Legal Notice to Bidders, Paragraph 3. Submittal of Bids."
- ☐ 10. Erasures or other changes made to the bid have been initialed by the person signing the bid
- ☐ 11. No. FMB:004 Contractor's Qualification Questionnaire (properly completed, signed and notarized)
- ☐ 12. No. FMB:005 Schedule D, DBE Participation form; completed and signed or good faith documentation. (when applicable)
- ☐ 13. Proof of a "Good Faith Effort" in attempting to obtain DBE's for this project. (If subcontractors will be used and no DBE's are listed on Schedule D.) (when applicable)
- ☐ 15. No. FMB:019 Public Entities Crime Form
- ☐ 16. No. FMB:021 Non-Collusion Affidavit
- ☐ 17. No. FMB:022 Trench Safety Affidavit (when applicable)
- ☐ 18. No. FMB:024 List of Sub Contractors
- ☐ 19. No. FMB:023 Material Manufacturers
- ☐ 20. No. FMB:100 Affidavit Certification Immigration Laws (Signed and notarized)
- ☐ 21. All required documents submitted (1 complete original in PDF format)
- ☐ 22. Bid properly uploaded via DemandStar.com EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION; ITB-23-5-AD; NOVEMBER 23, 2022, 11:00 A.M. LOCAL TIME

PART D
FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR

EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATIONS
ITB-23-05-AD

Bids are to be submitted by

WEDNESDAY, NOVEMBER 23, 2022 @ 11:00 A.M. LOCAL TIME

Bids to be uploaded to DemandStar.com

**EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION; ITB-23-5-AD; NOVEMBER
23, 2022, 11:00 A.M. LOCAL TIME”**

BID OPENING:

LOCATION: 2545 Estero Blvd., Fort Myers Beach, FL 33931

WEDNESDAY, NOVEMBER 23, 2022, @ 11:00 A.M. LOCAL TIME

TOWN COUNCIL FORT MYERS BEACH
LEE COUNTY, FLORIDA

BIDDER: _____
(Individual or Firm Name)

PART D
FMB:003 - OFFICIAL BID FORM
(2 of 5 Pages)

WEDNESDAY

NOVEMBER 23, 2022

11:00 A.M. LOCAL TIME
(TIME)

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

1. ATTENTION: BIDS WILL ONLY BE CONSIDERED FROM THOSE BIDDERS WHO HAVE OBTAINED THESE CONTRACT DOCUMENTS DIRECTLY FROM THE TOWN
2. The Undersigned, hereinafter called "BIDDER", having visited the site of the proposed project and having become familiar with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and having fulfilled their requirements as well as the Bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

Emergency Preparations for Temporary Location
ITB-23-05-AD

in full accordance with the drawings and specifications prepared in accordance with the Town's Advertisement for Bids, Instruction to Bidders, Construction Contract and all other documents related thereto on file with Town of Fort Myers Beach, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

**SCHEDULE OF VALUES
TOWN OF FORT MYERS BEACH
BAY OAKS RECREATIONAL CAMPUS
EMERGENCY PREPARATIONS FOR TEMPORARY LOCATION**

ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Remove and replace Fire alarm system to be returned to pre-hurricane status				
2	Sprinkler system certified to code and returned to pre-hurricane status				
3	Remove and replace All drop ceiling				
4	Remove and replace All drop ceiling tiles				
5	Remove and replace All drop ceiling grid				
6	Remove and replace kitchen cabinets to same quality as pre-hurricane status				
7	Remove and replace maintenance cabinets to same quality as pre-hurricane status				
8	Remove and replace storage area cabinets to same quality as pre-hurricane status				
9	Remove and replace all electrical to height of 8' from ground level to return to pre-hurricane status				
10	Remove and replace all wood and framing returning it to original on weight room around windows and doors				
11	Remove and replace all interior/exterior doors to pre-hurricane status				
12	Repair all soffits while adding 6" insulation above all				
13	Replace fascia and soffits on lower portions of south and southeast corners of the structure				
14	Remove and replace security system to pre-hurricane status. Contractor shall work with Legacy Fire and Technologies. POC is Robert Royster (239-241-1171)				
15	Paint all interior walls 90" in height from floor				
16	Prep/paint all I-beam steel structural members around exterior to a height of 4' above ground level				
17	Remove all tree and trash within 75' perimeter of building exterior				
18	Push back any debris piles to allow room for parking and add temporary fencing to separate debris piles from parking area				
19	Remove and replace all bathroom partitions				
20	Remove and replace lift station controls				
21	Repair any damage to metal roofing preventing leaks				
22	Remove and replace overhead roll up doors with hardware (2) 10'x12'				
23	Mold/mildew remediation throughout the entire structure				
24	All HVAC systems to be replaced				

25	Replace sheetrock ceiling in women's bathroom of main entry				
26	Replace roll up window in kitchen area				
27	Replace water heaters in building				
28	Replace water fountains in building				
29	Remove and replace all diamond plate wainscoting in weight room area				

Total Bid Amount (Written): _____

3. The BIDDER hereby agrees that:

- (a) The above proposal shall remain in full force and effect for a period of **90** calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the bidder has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.
- (b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the TOWN in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Construction Bond shall be in the amount of one hundred percent (100%) of the accepted bid amount. The BIDDER shall, at the time the Contract is executed, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of breach of any of the agreements of this proposal, the bid security shall be forfeited.

PART D
FMB:003 - OFFICIAL BID FORM
(4 of 5 Pages)

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. _____ Dated: _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated _____

5. If awarded this construction contract, the BIDDER agrees to complete the work covered by this contract as follows:

- (a) Substantially complete in 90 consecutive calendar days from date of Official Notice to Proceed.
- (b) Final completion in 90 consecutive calendar days from the date of Official Notice to Proceed.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the TOWN, also that no head of any department or employee therein, or any officer of Fort Myers Beach, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the TOWN or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

PART D
FMB:003 - OFFICIAL BID FORM
(5 of 5 Pages)

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this document. The BIDDER further agrees to hold harmless, defend and indemnify the TOWN and its agents for any losses, including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

(Name of License Holder)

(State
Certificate
No.)

Business Tax Receipt No. *(Specify jurisdiction)*

(State
Registration
No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this _____ day of _____, 20__.

By: Printed

By: Signature

TITLE:

Company Name

Contact Person

Mailing Address

E-mail / Contact Person

City, State, and Zip

Telephone Number

Fax Number

ATTEST:

(Seal)

Secretary

PART D
FMB:001 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto TOWN OF FORT MYERS BEACH TOWN COUNCIL, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
in the SUM OF \$ _____
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, 20____

WHEREAS, said Principal is herewith submitting a Bid Proposal for the construction of:

Emergency Preparation for Temporary Relocation
ITB-23-05-AD

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Construction Bond from a Surety acceptable to the TOWN and provide other Insurance as may be required to the TOWN within such time period as the TOWN may allow, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said TOWN in money the difference between the amount of the Bid of said Principal and the amount for which said TOWN may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said TOWN if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal

(SEAL)

By: Witness Signature

Principal

Witness as to Surety

(SEAL)

By: Witness Signature

Surety's Name

By: As-Attorney-in-Fact, Surety

Affix Corporate Seals and attach proper Power of Attorney for Surety.

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(1 of 7 Pages)

THIS FORM MUST BE ON FILE WITH TOWN OF FORT MYERS BEACH, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931, AND BE CURRENT WITHIN TWELVE (12) CALENDAR MONTHS OR COMPLETED AND SUBMITTED WITH THIS BID PACKAGE. ANY CHANGES WHICH AFFECT THE ORGANIZATIONAL STRUCTURE, QUALIFICATIONS OR LICENSES SHALL BE REPORTED IMMEDIATELY TO THE TOWN. FAILURE TO UPDATE CHANGES WHICH MAY AFFECT THE CONTRACTOR RESPONSIBILITY MAY BE GROUNDS FOR THE CONTRACTOR TO BE DECLARED NOT A RESPONSIBLE CONTRACTOR FOR THIS BID OR FUTURE BIDS WITH TOWN OF FORT MYERS BEACH.

Submitted By: _____

☐ CORPORATION - Date of Incorporation: _____ State of Florida
Incorporation: _____

If Out of State Corporation, currently authorized to do business in Florida,
give date of such authorization: _____

☐ PARTNERSHIP - Date of Organization: _____ Nature of Partnership: General ☐
Limited ☐
Association ☐

☐ INDIVIDUAL - Name and Address of Owner _____

☐ JOINT VENTURE - Between _____
Name Title
And _____
Name Title
Date of Agreement _____

☐ OTHER - Explain _____

Parent Company Office Address (if any): _____

Principal Office Address: _____

Name of Project (if applicable): _____

Person to Contact: _____

Title: _____ Telephone No.: _____

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(2 of 7 Pages)

Type of Work (file separate form FMB:004 for each classification of work):

The signee of this questionnaire guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by the Town of Fort Myers Beach deemed necessary by the Town to verify the statements made in this application or regarding the standing and general reputation of the Bidder.

1. How many years has your organization been in business as a _____ Contractor under your present name?

2. Under what other or former names has your organization operated?

3. List below your organizations Officers, Owners or Partners:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(3 of 7 Pages)

4. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable:

JURISDICTION	TRADE	STATE CERT. NO.	TOWN'S COMP. NO.	STATE REG. NO.	TOWN'S OCC. LIC. NO.	STATE PERMIT	EXPIRE DATE

5. List jurisdictions in which your organization's partnership or trade name is filed:
-

6. If the answer to any of the questions below is YES, please attach details. Reference sheets to question number.

6.1 Has your organization ever failed to complete any work awarded to it?

YES ☐ NO ☐

See Sheet No. _____

6.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

YES ☐ NO ☐

See Sheet No. _____

6.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five (5) years?

YES ☐ NO ☐

See Sheet No. _____

7. Has any Officer or Partner of your organization ever failed to complete a construction contract handled in his own name or as a qualifier for another?

YES ☐ NO ☐

If so, state the name of the individual, name of owner, when, where, and the reason therefore:

8. Has any Officer or Partner of your organization ever been as Officer or Partner of some other organization that failed to complete a construction project?

YES ☐ NO ☐

If so, state the name of the individual, other organization, when, where and the reason therefore:

PART D
FMB:004 - CONTRACTER QUALIFICATION QUESTIONNAIRE
(4 of 7 Pages)

9. Has your organization ever been refused registration by a Federal, State or Municipal Agency as a Pre-qualified Bidder or Qualified Bidder for construction contracts? YES ☐ NO ☐
- If so, for what type of work? _____
- Give details and reason: _____
10. Give below any information which would indicate the size and capacity of your organization, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing and engineering, field supervision, field engineering and layout:
- _____
(use extension sheet if necessary and reference sheet number herein: _____)
11. Attach resumes of key personnel, including superintendents for field management. The resumes shall include the following information:
- 11.1 Name and present position or capacity
 - 11.2 Years of construction experience, type of work, position or capacity and cost range
 - Years of related construction experience, type of work, position or capacity and cost
 - 11.3 range
 - 11.4 Brief education and professional registrations
12. List of type of work normally provided by your own work forces:
- _____
13. Indicate type of contracting undertaken by your organization and number of years experience:
- As General Contractor _____ Years _____ Type _____
- As Sub-Contractor _____ Years _____ Type _____
14. Attach the prime construction contracts your organization has underway on this date _____.
The list shall include the following information: (reference sheet numbers herein: _____)
- 14.1 Project Title and Location
 - 14.2 Contractor or Sub-Contractor
 - 14.3 Contract Amount and Date of Contract
 - 14.4 Percent of Project Constructed by Sub-Contractors
 - 14.5 Percent Complete
 - 14.5 Project Manager or Superintendent
 - 14.6 Required Completion Date
 - 14.7 Name, Address and Telephone Number of Owner
 - 14.8 Designing Architect/Engineer and Address

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(5 of 7 Pages)

15. Attach a list of the no fewer than five (5) similar prime contracts, completed in the past five (5) years by your organization.

The list shall include the following information: (reference sheet numbers herein: _____)

15.1 Project Title, Location, and Brief Description of Work Performed

15.2 Contractor or Sub-Contractor

15.3 Contract Amount and Date of Contract

15.4 Percent of Project Constructed by Sub-Contractors

15.5 Date Complete

15.6 Project Manager or Superintendent

15.7 Required Completion Date

15.8 **Name, Address and Telephone Number of Owner**

15.9 Designing Architect/Engineer and Address

16. Attach any construction contracts your organization has contracted with Town of Fort Myers Beach that are either underway or completed.

The list shall include the following information: (reference sheet numbers herein: _____)

16.1 Project Title and Location

16.2 Contractor or Sub-Contractor

16.3 Original Contract Amount and Date

16.4 Final Contract Amount

16.5 Percent of Project Constructed by Sub-Contractors

16.6 Project Manager or Superintendent

16.7 Required Completion Date

16.8 **Name, Address and Telephone Number of Owner**

16.9 Town Sponsoring Department

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(6 of 7 Pages)

17. If General Contractor, list one or more of the following subcontractors who have been associated with you on any of the projects listed above:

SUB-CONTRACTOR (Name and Address)

17.1 Carpentry

17.2 Structural

17.3 Hardware

17.4 Three (3) other major subcontractors:

18. List below the name of the bonding companies you use for construction project and the name, address and telephone number of your agent:

19. List no less than three (3) and preferably five (5) financial references:

PART D
FMB:004 - CONTRACTER QUALIFICATION QUESTIONNAIRE
(7 of 7 Pages)

20. What is the largest contract (dollar cost) ever performed by your organization?

21. What is the dollar value of the largest project you consider your organization is qualified to undertake?

Dated at _____ this _____ day of _____ 201

Name of Organization

BY: _____

Title of Person Signing

(if Corporation Affix Corporate Seal)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____,
20____, by means of () physical presence or () online notarization, personally appeared _____
_____ as _____ of _____,
() who personally known to me of () who has produced _____ as identification.

NOTARY PUBLIC – State of Florida

My commission expires:

PART D
FMB:005 – DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Bid Form. This form will become a part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S
NAME: _____
EST. DOLLAR VALUE OF PROPOSED
WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED: _____ %

CONTRACTOR NAME

SIGNATURE

DATE

PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
(1 of 2 Pages)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of public entity)
by _____
(Print individual's name and title)
for _____
(Print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is ____ - _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:
____ - ____ - _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
(2 of 2 Pages)

- B. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____, 20____, by means of () physical presence or () online notarization, personally appeared _____ as _____ of _____,
() who personally known to me of () who has produced _____ as identification.

NOTARY PUBLIC – State of Florida

My commission expires:

PART D
FMB:021 – NON-COLLUSION AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

- 1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF LEE _____)

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____, 20____, by means of () physical presence or () online notarization, personally appeared _____ as _____ of _____, () who personally known to me of () who has produced _____ as identification.

NOTARY PUBLIC – State of Florida

My commission expires:

PART D
FMB:022 – TRENCH SAFETY AFFIDAVIT
(When Applicable)

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item: _____
(Description)

(Cost written in words)

TOTAL \$ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: _____

DATE: _____

BY: _____
(Signature)

(Print Name)

PART D
FMB:023 – MATERIALS MANUFACTURERS LIST

The Bidder is required to state below, material manufacturers it proposes to utilize on this project. No change will be allowed after submittal of Bid. If substitute material proposed and listed below is not approved by TOWN, Bidder shall furnish the manufacturer named in the TOWN'S specification. Acceptance of this Bid does not constitute acceptance of material proposed on this list.

THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED MANUFACTURER FOR

The bidder lists the following manufacturers of the major equipment (LIST)

<u>MATERIAL</u>	<u>MANUFACTURER</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Signed _____

Name of Bidder _____

PART D
FMB:024 - LIST OF SUB-CONTRACTORS

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the TOWN. The undersigned further acknowledges its responsibility for ensuring that the subcontractors listed herein meet all legal requirements applicable to and necessitated by this Agreement, including, but not limited to proper licenses, qualifications, certifications, registrations and insurance coverage. The TOWN reserves the right to disqualify any bidder who includes non-compliant or non-qualified subcontractors in his/her bid offer. Further, the TOWN may direct the bidder/contractor to remove/replace any subcontractor that is found to be non-compliant with this requirement subsequent to award of the contract at no additional cost to the TOWN. THIS LIST MUST BE COMPLETED OR BID WILL BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED SUBCONTRACTOR FOR:

The bidder identifies the following firm as the proposed installation subcontractor of the:

Name of Firm: _____

Address and Phone: _____

Contact Person: _____

<u>Other Subcontractor and Address</u>	<u>Specialty</u>
1. _____ _____	_____
2. _____ _____	_____
3. _____ _____	_____

Signed _____

Name of Bidder _____

PART D
FMB:100 – CERTIFICATION IMMIGRATION LAWS AFFIDAVIT

BID NO: **ITB-23-05-AD**

EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY TOWN OF FORT MYERS BEACH.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

(Signature)

(Title)

(Date)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____, 20_____, by means

of () physical presence or () online notarization, personally appeared _____ as

_____ of _____,

() who personally known to me of () who has produced _____ as identification.

NOTARY PUBLIC – State of Florida

My commission expires:

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME**

PART E

FMB:006 - CONSTRUCTION CONTRACT AGREEMENT FORM

(1 of 9 Pages)

CONSTRUCTION CONTRACT AGREEMENT

Contract No. _____

Council Award Date: _____

AGREEMENT

THIS CONTRACT is made this _____ day of _____ by and between the TOWN OF FORT MYERS BEACH, FLORIDA, hereinafter called "**TOWN**," and _____, a corporation, hereinafter called "**CONTRACTOR**."

WITNESSETH: For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall commence and complete all work for Emergency Preparations for Temporary Relocation, ITB-23-05-AD in accordance with the Contract Documents. CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents. A Scope of Services is attached marked Exhibit "A".

ARTICLE 2. CONTRACT SUM

- 2.1. The TOWN shall pay the CONTRACTOR, in current funds, for the performance of the work described in Exhibit "A", subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of:

said amount being the **Total Base Bid Amount** as listed on the CONTRACTOR's Official Bid Proposal Form that was submitted for this project.

ARTICLE 3. PROGRESS PAYMENTS

Based upon applications for payments submitted to TOWN'S Representative by the CONTRACTOR, and Certificates for Payment issued by the TOWN'S representative, the TOWN shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

- 3.1. Not later than ninety (90) calendar days following the approval of an Application for payment, TOWN will make payment to CONTRACTOR in an amount equal to ninety-five percent (95%) of that portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period

covered by the application for payment, less the aggregate of previous payments made by the TOWN.

- 3.2. The Town shall withhold 5% of each progress payment as retainage until the project is completed.
- 3.3. Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the TOWN shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

The Term “**Contract Documents**” shall include this Contract; addenda; CONTRACTOR's Bid, except to the extent it conflicts with any other contractual provision; the Notice to Proceed, the Public Payment and Performance Bond(s); the Bid Package prepared and issued by the TOWN; the General Conditions; the Specifications and Drawings; any Special Conditions; all Written Amendments; Certificates of Insurance; Change Orders; and Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 5.1. The CONTRACTOR shall commence work as required by the CONTRACT DOCUMENTS and as provided in the Official Notice to Proceed.
- 5.2. Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal, unless the period for substantial completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.
- 5.3. Final completion shall be achieved not later than the number of days specified in the Bid Proposal, unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.
- 5.4. Time is of the essence in the performance of this Contract.

Liquidated Damages:

- 5.5. The TOWN and CONTRACTOR recognize that time is of the essence of this agreement and that the TOWN will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that Liquidated Damages will be assessed in the amount of **\$500.00** per day for each calendar day that is beyond the substantial and final completion dates required by the CONTRACT DOCUMENTS.

The TOWN shall have the right to deduct all damages due from the final payment

request as well as retainage.

Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the TOWN estimated at the time of executing the Contract. When the TOWN reasonably believes that substantial Completion will be inexcusably delayed, the TOWN shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the TOWN to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving substantial Completion, or any part thereof, for which the TOWN has withheld payment, the TOWN shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable as liquidated damages, less sums incurred by the Town resulting from CONTRACTOR's delay in achieving substantial completion.

The CONTRACTOR shall also be liable for any actual damages sustained by the TOWN after CONTRACTOR has achieved substantial completion for CONTRACTOR's failure to fully complete the Contract Documents. Actual damages may include, but not be limited to, costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity and overhead. The TOWN shall have the right to deduct all damages due from final payment request as well as retainage.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce TOWN to enter into this Agreement, CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, the areas of intended construction including surface and sub-surface conditions, and Federal, State and Local laws, ordinances, rules and regulation that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site which may affect cost, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations, tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examination, investigations, test, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given TOWN written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by TOWN is acceptable to CONTRACTOR.

ARTICLE 7. GENERAL CONDITIONS

7.1 RESPONSIBILITY OF THE CONTRACTOR.

7.1.1 PROSECUTION OF THE WORK.

The CONTRACTOR shall be responsible for the good condition of the Work until its release from its obligations. It shall bear all losses resulting to it on account of the amount or character of the Work, the character of the ground or existing underground installation being different from what it anticipated, or on account of the weather or the elements.

Information shown on the Drawings as to the location of the existing utilities has been prepared from the most reliable data available to the TOWN. This information is not guaranteed, however, and it shall be this CONTRACTOR's responsibility to determine the location, character and depth of existing utilities. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from CONTRACTOR's activities. The location of all overhead utilities shall be verified and the TOWN notified on any conflict which might occur. The CONTRACTOR shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required.

Caution shall be exercised by the CONTRACTOR in grading operations, as some existing underground utilities have a minimum cover. The CONTRACTOR shall be responsible for replacing any underground facility broken or dislocated during construction for which sufficient underground information has been shown on the plans.

ARTICLE 8. TERMINATION FOR CONVENIENCE

This Contract may be terminated by TOWN for its convenience upon thirty (30) days prior written notice to CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the date of such termination, an amount prorated in accordance with the work substantially performed under this Agreement. Such amount shall be paid by the TOWN after inspection of the work to determine the extent of performance under this Agreement, whether completed or in progress.

ARTICLE 9. PROJECT RECORDS

The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract.

If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

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 (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1. Final payment, constituting the entire unpaid balance of the Contract Price shall be paid by the TOWN to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. FMB: 013, has been approved by the TOWN.
- 10.2. Terms used in the Agreement which are defined in the General Conditions of the Contract (Part F) shall have the meaning designated in those conditions.
- 10.3. The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.4. This Agreement may not be assigned except with the written consent of the TOWN, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
- 10.5. The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the TOWN and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the TOWN, excluding only the sole negligence of the TOWN. This provision shall also pertain to any claims brought against the TOWN by any employee of the CONTRACTOR, or sub-CONTRACTOR(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

- 10.6. This Agreement constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or oral.
- 10.7. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.
- 10.8. No Amendments or changes to the terms or conditions of this agreement shall be valid unless in writing and signed by all parties.
- 10.9. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. All claims and/or dispute resolution concerning this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. Any litigation between the parties arising from this Agreement shall be conducted in Lee County, Florida. In the event of any litigation and/or binding arbitration arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
- 10.10. TOWN reserves unto itself sole authority to execute and authorize the issuance of Change Orders, directives, or other documents to the CONTRACTOR which impact on or change the Contract Time or Price. These actions by the TOWN will be taken after due consideration of the recommendations and analysis of the TOWN's architect or consulting engineer, if applicable. This provision supersedes any other contradictory provisions in the Contract Documents.
- 10.11 Pursuant to existing laws and procedures in the State of Florida, and if approved and authorized by the TOWN's Council, any dispute arising out of or relating to any of the contract documents or this Agreement shall be submitted to binding arbitration in Lee County, Florida, before a single lawyer arbitrator having at least ten (10) years' experience in similar matters, and who is mutually acceptable to the parties, or approved as selected by the Lee County Court Mediation/ Arbitration Office. The parties shall equally divide the expenses of such arbitration, and the prevailing party in such arbitration shall be entitled to award of reasonable attorney fees and costs (exclusive of the actual cost of arbitration to be shared equally by the parties) incurred in the preparation for arbitration of such dispute and further such prevailing party shall also be entitled to reasonable attorney fees and costs incurred in any proceedings to enforce or compel its arbitration rights or obtain order(s) confirming such arbitration or award or any attorney fees or cost incurred in proceeding thereafter to enforce such rights in addition to the above and foregoing rights.
- 10.12 No provision in this contract shall be construed more strongly against either party or in a light less favorable to either party because of who drafted it as a method of contract interpretation.

ARTICLE 11. E-VERIFICATION

- 11.1. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after

January 1, 2021.

- 11.2. A contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of the AGREEMENT.
- 11.3. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- 11.4. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- 11.5. A contractor terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that the Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
- 11.6. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 12. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

12.1. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term,

Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false

certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

In witness whereof, TOWN and CONTRACTOR have signed this agreement. One counterpart has been retained by the Town Clerk, one to the Project Sponsoring Department, and one part each has been delivered to the CONTRACTOR. All portions of the Contract Document have been signed or identified by TOWN and CONTRACTOR.

Signed, sealed, and delivered in the presence of:

(Secretary)

(Correct Name of Business)

(Corporate Seal)

BY: _____
(Title)

Date: _____

TOWN OF FORT MYERS BEACH COUNCIL
FORT MYERS BEACH, FLORIDA

ATTEST:

BY: _____
Town Clerk

BY: _____
Town Manager

Date: _____

Date: _____

APPROVED AS TO FORM

BY: _____
Town Attorney

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS _____ day of _____,
20 BETWEEN THE TOWN AND _____, PROVIDER.

1. **SCOPE OF SERVICES:** The Provider will perform the following services under this Agreement:

EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION

- a. The work on this contract generally consists of the following:

- Remove and replace Fire alarm system to be returned to pre-hurricane status
- Sprinkler system certified to code and returned to pre-hurricane status
- Remove and replace All drop ceiling/tiles/grid
- Remove and replace cabinets (kitchen, maintenance, and storage areas) to same quality as pre-hurricane status
- Remove and replace all electrical to height of 8' from ground level to return to pre-hurricane status
- Remove and replace all wood and framing returning it to original on weight room around windows and doors
- Remove and replace all interior/exterior doors to pre-hurricane status
- Repair all soffits while adding 6" insulation above all
- Replace fascia and soffits on lower portions of south and southeast corners of the structure
- Remove and replace security system to pre-hurricane status
- Paint all interior walls 90" in height from floor
- Prep/paint all I-beam steel structural members around exterior to a height of 4' above ground level
- Remove all tree and trash within 75' perimeter of building exterior
- Push back any debris piles to allow room for parking and add temporary fencing to separate debris piles from parking area
- Remove and replace all bathroom partitions
- Remove and replace lift station controls
- Repair any damage to metal roofing preventing leaks
- Remove and replace overhead roll up doors with hardware (2) 10'x12'
- Mold/mildew remediation throughout the entire structure
- All HVAC systems to be replaced
- Replace sheetrock ceiling in women's bathroom of main entry
- Replace roll up window in kitchen area
- Replace water heaters and water fountains in building
- Remove and replace all diamond plate wainscoting in weight room area

- b. The work shall be performed in accordance with the approved construction documents. All materials and shop drawings shall be submitted for review by the Engineer of Record.

- c. Additional work may be requested by the Town to be performed as negotiated based on pricing provided in this bid, as well as other items as deemed commensurate for the requested scope of work.

The location of the project is the Bay Oaks Recreational Campus, 2731 Oak Street, Fort Myers Beach, FL 33931, Lee County, Florida.

ATTACHMENT "A" – GENERAL CONDITIONS

ARTICLE 1. PRELIMINARY MATTERS

Titles, Article Headings, Section Headings, Indexes and Table of Contents are given for the sake of clarity; ease of reading and as a guide for ease of reference to specific topics within the General Conditions.

Administration

1.1 The TOWN reserves the right to make final decisions considering any TOWN Consultant's recommendations or interpretations of the Contract Documents. The TOWN's Consultant does not have authority to obligate or commit the TOWN to fund additional expenditures or approve extensions of time over the approved Contract time or price.

Copies of Documents

1.2 The TOWN shall furnish to the CONTRACTOR the number of copies of the Contract Documents specified in the Supplementary Conditions as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction which shall be paid by the CONTRACTOR.

Before Starting Construction

1.3 Before undertaking each phase of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the OWNER'S REPRESENTATIVE any conflict, error or discrepancy which the CONTRACTOR may discover or other information known to the CONTRACTOR and shall obtain a written interpretation or clarification from the OWNER'S REPRESENTATIVE before proceeding with any Work affected thereby. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the OWNER'S REPRESENTATIVE, the CONTRACTOR shall assume responsibility for such performance and shall share in costs associated with correction; however, the CONTRACTOR shall not be liable to the TOWN for failure to report any conflict, error or discrepancy in the Contract Documents, unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

1.4 Within ten (10) calendar days after the Effective Date of the Agreement (unless otherwise specified in the Contract Documents), the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for review and approval:

1.4.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work:

1.4.1.1 long lead item(s) shall be identified and scheduled accordingly.

1.4.2 a preliminary schedule of Shop Drawing submission; and

1.4.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction on Form No. FMB:011. Such prices will include an appropriate amount of overhead and profit applicable to each item of

Work which will be confirmed in writing by the CONTRACTOR at the time of submission; and specify times for Application for Payment.

1.4.4 a plan of work for maintenance of traffic, when the Contract Documents require maintenance of traffic.

1.4.5 for informational purposes, a proposed listing of subcontractors to be used for the project,

Pre-Construction Conference

1.5 Within seven (7) calendar days after the Effective Date of the Agreement, but before the CONTRACTOR starts the Work at the site, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, the TOWN, and Others as appropriate, will be held to discuss the items referred to in paragraph 1.4, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish an understanding among the parties as to the Work.

ARTICLE 2. DEFINITIONS

The following definition of terms is provided to establish a common understanding between the parties as to the intended usage, application and interpretation of such terms.

AGREEMENT means the written agreement between the TOWN and the CONTRACTOR covering the Work to be performed; the Agreement is a part of the Contract Documents.

CHANGE ORDERS are written orders to the CONTRACTOR signed by the TOWN, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract price or the Contract Time. The Contract Price and the Contract Time may be changed only by a written Change Order. A Change Order signed by the CONTRACTOR indicates his agreement therewith, including the adjustment in the Contract Price or the Contract Time.

COMPLETION (FINAL) means acceptance of the Project by the TOWN as evidenced by its signature upon a final payment Certification Form FMB:014, and approval thereof by the Town of Fort Myers Beach Town Council or their designee. The final payment Certification shall be signed only after the TOWN has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been complied with.

COMPLETION (SUBSTANTIAL) shall mean an acceptance of the Work by the TOWN when construction is sufficiently complete in accordance with the Contract Documents so the TOWN can occupy or utilize the Work or designated portion thereof for the intended use. A certificate of occupancy, issued by the Building Official, is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

CONSTRUCTION is the erection, fabrication, assembly, remodeling, renovation, addition, modification, repair or demolition of any building or structure or any appurtenances connected or attached to such buildings or structures. The term includes but is not limited to the repair, replacement modification or construction of buildings, roads, bridges, sidewalks, traffic devices, parking lots, drainage, underground and overhead utilities.

CONSULTANT is a person or entity lawfully licensed to practice Architecture or Engineering or another profession and registered in the State of Florida, identified as such in the Construction Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in genre.

The term includes the CONSULTANT's authorized representative.

CONTRACT DOCUMENTS consist of the Construction Contract, General and Special Conditions of the Contract, the Plans, the Project Manual, the Bid documents, Addenda issued prior to execution of the Contract, all written modifications issued after execution of the Contract, all provisions required by law to be inserted in this Contract whether actually inserted or not, and a Purchase Order issued by the TOWN.

A Modification is:

- (1) A written Amendment to the Contract or
- (2) A Change Order or
- (3) A written interpretation necessary for the proper execution or progress of the Work issued by the OWNER'S Representative or
- (4) A Field Change Order or
- (5) A Field Directive Change.

CONTRACT PRICE means the total monies payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME means the number of Calendar days stated in the Agreement for the purpose of establishing Substantial Completion and Final Completion dates.

CONTRACTOR is the person, firm, joint venture, or corporation with whom the TOWN has contracted and who has the primary responsibility for performance of the work.

DAYS - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. A calendar day constitutes twenty-four (24) hours measured from midnight to the next midnight.

DEFECTIVE - An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the OWNER'S REPRESENTATIVE recommendation of final payment (unless responsibility for the protection thereof has been assumed by the TOWN at Substantial Completion in accordance with paragraph 14.5 or 14.6).

EFFECTIVE DATE OF THE AGREEMENT IS THE DATE INDICATED IN THE Agreement on which it becomes effective, but if not such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.

FIELD CHANGE ORDER is a written change order requested by the OWNER'S Representative, accepted by the CONTRACTOR, and approved by the PROJECT MANAGER for minor changes in the Work, not involving adjustments in the Contract Sum or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

FIELD DIRECTIVE CHANGE - A written directive to the CONTRACT, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 5.2 or 5.3, or to emergencies under paragraph 7.20. A Field Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or the Contract Time as provided in Articles 11 and 12.

FINAL ACCEPTANCE means acceptance of the Work by the TOWN upon the expiration of the warranty period as stated in the Contract Documents.

MATERIALS – Includes, but is not limited to, anything used in the process of constructing, demolishing, renovating or remodeling of any building, structure, road, bridge, recreational facility, transportation element and utility or any addition thereto utilized for this project.

NOTICE means written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said Notice at his residence, or addressed to the CONTRACTOR at the place of business stated in the Bid Proposal and deposited in the United States Mail.

NOTICE TO PROCEED is a written instrument issued by the TOWN to the CONTRACTOR, authorizing the CONTRACTOR to commence Work on the Project. The NOTICE TO PROCEED shall include the effective date of Commencement.

NOTICE OF AWARD means the written Notice given by the TOWN to the successful Bidder.

NOTICE OF TERMINATION is a written instrument issued in accordance with the Contract Documents as stated in Section 15.2, by the TOWN to the CONTRACTOR or by the CONTRACTOR to the TOWN notifying the receiving party that the Contract is being terminated. The NOTICE shall clearly identify the effective date the Contract is to be terminated.

OWNER'S REPRESENTATIVE is the CONSULTANT contracted by the TOWN for Professional Services during the construction phase of this project or a qualified person authorized as his official representative, or in the absence of such a contract, the project Manager will be considered the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE is not authorized to issue change orders to the contract sum, contract time or scope of work without express approval of the TOWN.

PLANS AND/OR DRAWINGS are a graphic representation of the arrangement of the materials or parts of the construction of the project and are a portion of the Contract Documents.

PROJECT shall mean the entire improvement contracted for by the Town.

PROJECT MANAGER is an employee or representative of the Town Department which requested the Contract and is a designee authorized by or for that Department who is the representative of the Town Council in matters concerning this project. The project manager will act as the OWNER'S

REPRESENTATIVE in the absence of a Town contract with a CONSULTANT. The PROJECT MANAGER is not authorized to issue changes to the Contract Sum, Contract Time, or Scope of Work without express approval by the Department Director, Town Manager, or Town Council.

The PROJECT MANAGER, within the authority conferred by the Town Council, acting as the TOWN'S designated representative shall initiate written Change Orders, and notification to the CONTRACTOR

of any and all changes approved by the TOWN in the CONTRACTOR'S (1) compensation (2) time and/or schedule of service delivery; (3) any Amendment (s) or other change(s) relative to the WORK and ADDITIONAL SERVICES pursuant to this Contract, or AMENDMENTS, or CHANGE ORDERS pertaining thereto. Following TOWN approval, the Project Manager shall coordinate completion of any such documents. The PROJECT MANAGER or designee shall be responsible for acting on the TOWN'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements, or any AMENDMENT(S), or CHANGE ORDER(S) issued there under.

PROJECT MANUAL means the General Conditions, Supplementary General Conditions, Technical Specifications, and the Bidding Documents.

PROJECT /RESIDENT INSPECTOR - The authorized representative of the TOWN who is assigned to the project as an observer to observe the work and report back to the TOWN and CONSULTANT.

PUBLIC WORKS DIRECTOR means the person employed by the TOWN COUNCIL to serve and act on the TOWN'S behalf as the DIRECTOR of the TOWN'S Public Works Office. The PUBLIC WORKS DIRECTOR (or designee), within the authority conferred by the Town of Fort Myers Beach Town Council, acting as the TOWN'S designated representative, shall issue written Addenda and notify all interested Bidders.

SPECIFICATIONS are written documents organized into divisions, sections, and articles which provide detailed instructions to the CONTRACTOR pertaining, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade and operational data of all components to be provided by the CONTRACTOR and incorporated into the Project.

SUBCONTRACTOR is a person, firm, partnership, corporation, or entity who has a direct contract with the CONTRACTOR to perform any of the Work at the site. The term Subcontractor does not include those whose sole purpose is that of a supplier of materials. A supplier of materials shall be classified as a Subcontractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Subcontractor means a Subcontractor or its authorized representative.

SUB-Subcontractor is a person, firm, partnership, corporation, or entity who has a direct or indirect Contract with a Subcontractor to perform any of the Work at the site. The term Sub-Subcontractor means a Sub-Subcontractor or its authorized representative.

SUPPLIER - A manufacturer, fabricator, distributor, materialmen or vendor.

SURETY is the surety company or individual that is bound by Contract bond with and for the CONTRACTOR who is primarily liable and is responsible for CONTRACTOR'S acceptable performance of the Project and payment of all debts pertaining to the Contract Documents in accordance with Section 255.05, Florida Statutes.

TOWN means the Town of Fort Myers Beach, Fort Myers Beach, Florida, a political subdivision of the State of Florida, its successors and assigns, also referred to as OWNER.

UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK is the construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 3. STARTING THE WORK

3.1 Written Notice to Proceed is contingent upon and will be issued subsequent to the CONTRACTOR fully satisfying the TOWN'S insurance and Bond submittal requirements. Until the CONTRACTOR receives the TOWN'S written Notice to Proceed, the CONTRACTOR is advised that the TOWN will not be liable for any expenses which the CONTRACTOR may incur before the contract is executed and the written Notice to Proceed is issued.

3.2 The Contract time shall begin to run on the date specified in the "Notice to Proceed".

3.3 The CONTRACTOR is required, before commencing the Work, to record in the public records and deliver to the TOWN the Public Construction Bond issued by a surety insurer authorized to do business in the State of Florida as Surety. The Bond shall be in substantially the form specified by State law (Section 255.05, Fla. Stat.), must state the name and principal business address of both the principal and the Surety and must contain a description of the project sufficient to identify it. A copy of the bond shall be posted in a conspicuous place at the project site.

3.4 The TOWN will forward to the CONTRACTOR a Notice of Commencement with instructions to post in a conspicuous spot on the project site.

ARTICLE 4. INTERPRETATION, INTENT, AMENDING AND REUSE OF CONTRACT DOCUMENTS.

4.1 It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.

4.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall immediately call it to the attention of the OWNER'S REPRESENTATIVE in writing before proceeding with the Work affected thereby.

4.3 Any Work that may be reasonably inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.

4.4 Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

4.5 In resolving conflicts, errors, and discrepancies, the order of precedence of the Contract Documents is as follows:

1. Change Order
2. Standard Form of Agreement
3. Addenda
4. Supplementary Conditions
5. General Conditions
6. Specifications
7. Drawings
8. Figure Dimensions
9. Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)

The Town may, at its sole discretion, in resolving conflicts, errors or discrepancies, opt to require that the more stringent requirement or that which the Town considers to be in its best interest shall apply, the order of precedence indicated in this paragraph 4.5 notwithstanding.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

4.6 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 4.6.1 a formal Written Amendment,
- 4.6.2 a Change Order (pursuant to Article 10).
- 4.6.3 a Field Directive Change (pursuant to Article 10).

As indicated in paragraphs 11.2 and 12.1, the Contract Price and the Contract Time may only be changed by a Change Order or Written Amendment.

4.7 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations of the Work may be authorized, in one or more of the following ways:

- 4.7.1 a field Change Order (pursuant to paragraph 9.3),
- 4.7.2 The OWNER'S REPRESENTATIVE's approval of a Shop Drawing or sample (pursuant to paragraphs 7.23 and 7.30), or
- 4.7.3 The OWNER'S REPRESENTATIVE's written interpretation or clarification (pursuant to paragraph 9.2).

REUSE OF DOCUMENTS:

4.8 Neither the CONTRACTOR nor any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the TOWN shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the TOWN or their CONSULTANT and the specific written verification or adaptation by the CONSULTANT.

ARTICLE 5. AVAILABILITY OF LANDS: PHYSICAL CONDITION: REFERENCE POINTS

Availability of Lands

5.1 The TOWN will furnish, as indicated in the Contract Documents and not later than the date when needed by the CONTRACTOR, the lands upon which the Work is to be done, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained by the TOWN unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the TOWN'S furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Article 10. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise. The OWNER'S REPRESENTATIVE will, upon request, furnish to the CONTRACTOR copies of all available boundary and topographic surveys as required and sub-surface tests.

Physical Conditions

5.2 Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CONSULTANT and/or the TOWN in preparation of the Contract Documents. These reports are not part of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon the non-technical data, interpretations or opinions contained therein, for the completeness or accuracy thereof for the CONTRACTOR'S purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence and in paragraph 5.7, the CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site. The technical data which will be made available only at the CONTRACTOR'S request may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

5.3 Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 5.9) which are at or contiguous to the site that have been utilized by the CONSULTANT and/or the TOWN in preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence and paragraph 5.7, the CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

5.4 Unless otherwise stated, the CONTRACTOR shall be fully responsible for the removal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. By submission of a bid, the CONTRACTOR assumes full responsibility for the expenses associated with such removal. There shall not be an increase in time or price associated with such removal.

5.5 Report of Differing Conditions: If the CONTRACTOR believes that

5.5.1 any technical data on which the CONTRACTOR is entitled to rely as provided in paragraph 5.2 and 5.3 is inaccurate, or

5.5.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents.

The CONTRACTOR shall, promptly after becoming aware thereof and before performing any work in connection therewith (except in an emergency as permitted by paragraph 7.20) notify the OWNER'S REPRESENTATIVE in writing about the inaccuracy or difference.

5.6 OWNER'S REPRESENTATIVE Review: The OWNER'S REPRESENTATIVE will promptly review the pertinent conditions, determine the necessity or obtaining additional explorations or tests with respect thereto and advise the TOWN in writing (with a copy to the CONTRACTOR) of the OWNER'S REPRESENTATIVE'S findings and conclusions.

5.7 Possible Contract Documents Change: If the OWNER'S REPRESENTATIVE and the TOWN conclude that there is a material error in the Contract Documents and a change in the Contract Documents is required, a Field Directive Change, a Field Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

5.8 Possible Price and Time Adjustments: In each case of a material error in the Contract Documents, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

Physical Conditions - Underground Facilities

5.9 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to the TOWN or the CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.9.1 The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 7.17 and for repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

5.10 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 7.20) identify the owner of such Underground Facility and give written notice thereof to that owner and to the OWNER'S REPRESENTATIVE. The

OWNER'S REPRESENTATIVE will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and with the TOWN'S approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 7.17. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

Reference Points

5.11 The CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the Technical Specifications), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the TOWN. The CONTRACTOR shall report to the OWNER'S REPRESENTATIVE whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 6. BONDS AND INSURANCE

Public Construction Bond

6.1 The CONTRACTOR will execute the Public Construction Bond as security for the faithful performance and payment of all his obligations under the Contract Documents. This Bond shall be in amounts at least equal to the Contract Price and in such form and with such securities as are acceptable to the TOWN. Prior to execution of the Contract Documents, the TOWN may require the CONTRACTOR to furnish such other bonds, in such form and with such sureties as it may require. If such bonds are required by written instructions given prior to opening of Bids, the Premiums shall be paid by the CONTRACTOR. If the Contract is increased by a Change Order, it shall be the CONTRACTOR'S responsibility to insure that the Public Construction Bond is amended accordingly

and a copy of the amendment forwarded to CONTRACTS MANAGEMENT.

6.2 If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the Contract Documents, the CONTRACTOR shall within five (5) calendar days thereafter substitute another Bond and Surety, both of which shall be acceptable to the TOWN.

6.2.1 If the CONTRACTOR cannot obtain another bond and surety within (5) calendar days, the TOWN will accept, and the CONTRACTOR shall submit, an irrevocable letter of credit drawn on a Lee County, Florida bank until the replacement bond and surety can be obtained.

Qualifications of Surety Companies

6.3 In order to be acceptable to the TOWN, a surety company issuing Bid Guaranty Bonds or 100% Public Construction Bonds, called for in these specifications, shall meet and comply with the following minimum standards:

6.3.1 General

6.3.1.1 All Sureties for the Town of Fort Myers Beach projects must be authorized to do business in the State of Florida and shall comply with the provisions of Florida Statute Section 255.05.

6.3.1.2 Attorneys-in-Fact who sign bid bonds or Public Construction Bonds for Town of Fort Myers Beach projects must file with such bond a certified copy of their Power of Attorney that authorizes the agent to sign such bond.

6.3.1.3 Agents of surety companies must list their name, address, and telephone number on all bonds.

6.3.1.4 All bonds provided to the Town of Fort Myers Beach shall remain in effect for a period of twelve (12) months from the date of final payment and shall include a waiver of alteration to any terms in the Contract, extensions of time and/or forbearance on the part of the TOWN.

6.3.1.4.1 The amount of the bond shall automatically be reduced from 100% of the contract price to an amount specified in the Supplemental Conditions. If not set forth in the Supplemental conditions, this amount shall be automatically reduced to 40% upon final completion and acceptance by the TOWN.

6.3.2 To be acceptable to the OWNER as Surety on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:

6.3.2.1 Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.

6.3.2.2 Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9404-9308.

6.3.3 Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated thru A.M. Best shall comply with the following provisions:

6.3.3.1 The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by

A.M. Best Company.

6.3.3.2 Surety must have fulfilled all of its obligations on all other bonds previously given to the TOWN.

6.3.3.3 Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

Letter of Credit

6.4 At any time during the life of a letter of credit, should the rating of financial institution fall below both of the minimum ratings as indicated in the Contract Documents, or should the financial institution become insolvent, the CONTRACTOR must, within five (5) calendar days after notification by the TOWN:

6.4.1 replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum ratings as specified in the Contract Documents, or

6.4.2 have the existing letter of credit confirmed by a financial institution with either of the minimum ratings as specified in the Contract Documents.

6.5 At the TOWN'S option, the letter of credit may be replaced by a Public Construction Bond in accordance with the TOWN'S then-existing bond policies.

6.6 Failure to comply with this provision may result in any or all of the following actions by the TOWN:

6.6.1 suspension of the CONTRACTOR'S right to pull building permits and schedule inspections;

6.6.2 a stop work order; and/or

6.6.3 revocation of the Land Development Permit.

Financial Institutions/Letters of Credit

6.7 In order to be acceptable to the TOWN, a financial institution issuing 100% Letters of Credit, called for in these specifications, shall meet and comply with the following minimum standards:

6.7.1 General

6.7.1.1 The face of the letter of credit must be in a format utilizing Town of Fort Myers Beach Standard Form FMB:006 and indicate the following:

6.7.1.1.1 the letter of credit must be "clean" and "irrevocable";

6.7.1.1.2 it must contain an exact expiration date. All letters of credit provided to the Town of Fort Myers Beach shall remain in effect for a period of twelve (12) months from the date of final payment;

6.7.1.1.3 statement of the purpose or project for which the letter of credit is issued;

6.7.1.1.4 a specific amount of the letter of credit, in U.S. dollars, which amount shall be equal to or greater than the amount of the Contract;

6.7.1.1.5 the method of disbursement of draws against the letter of credit;

6.7.1.1.6 the street address where draws against the letter of credit may be made; and

6.7.1.1.7 provide for venue in Lee County, Florida.

6.7.1.2 Verification of the status or certification of any financial institution may be made with:

Department of Insurance and Treasurer
Bureau of Collateral Securities
200 East Gaines Street
Tallahassee, FL 32377-0345
Phone (850) 922-3167

or

Town of Fort Myers Beach Risk Management
2525 Estero Boulevard
Fort Myers Beach, FL 33931
Phone (239) 765-0202

6.7.2 At the time of issuance of the letter of credit, the financial institution must have a minimum "peer group" rating of 50 in the latest Sheshunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

6.7.3 Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated in 6.7.2 above must be confirmed by a financial institution with either of the minimum ratings indicated in 6.7.2 above.

6.7.4 All financial institutions which issue or confirm any Letter of Credit must be authorized by the Secretary of State to do business in the State of Florida, shall show proof of same upon request by TOWN staff, and agree to venue in Lee County, Florida.

6.8 These actions shall be in effect until a satisfactory replacement bond or letter of credit is accepted by the TOWN. The CONTRACTOR agreement shall provide for replacement or confirmation in accordance with this policy.

Contractor's Liability Insurance

6.9 The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Agreement, whether such services, work and operations are performed by the Contractor, its employees, or by any Sub-Contractor(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

6.10 The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

6.11 The Contractor, throughout the time the Agreement is in effect, shall require and ensure that any and all of its Sub-Contractors and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

6.12 The Contractor shall obtain, have and maintain during the entire period of the Agreement, all such insurance policies as are set forth and required herein.

6.13 In the event that the Contractor engages Sub-Contractors to assist the Contractor in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Contractor shall cover all of the services or work to be provided or performed by all of the Subcontractors engaged by the Contractor. However, in the event the services or work of Sub-Contractors is not covered by the Contractor's insurance policy or policies, it shall be the responsibility of the Contractor to ensure that all Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Commercial General Liability as required and set forth in this Article.

6.14 The insurance coverages to be obtained by the Contractor or by Sub-Contractors as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Commercial General Liability is understood and agreed to cover any and all of the services or work set forth in the Agreement. In the event the Town shall execute and issue written Change Order(s) authorizing the Contractor to provide or perform services or work in addition to those set forth in the Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Contractor, the compensation established for the Change Order(s) shall include consideration of any increased premium cost incurred by the Contractor to obtain same.

Contractor Required to File Insurance Certificate(s)

6.15 The Contractor shall submit to the Town's RISK MANAGEMENT DIVISION all required insurance certificates for review and approval. After approval by the RISK MANAGER, the Town will execute the Agreement and issue a written Notice to Proceed. The Contractor may then commence any service or work pursuant to the Agreement. All such Insurance Certificates shall be attached to the Agreement and be incorporated by reference thereto.

6.16 All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

6.17 Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

6.18 Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

6.19 Each Certificate of Insurance shall specifically include all of the following:

6.19.1 The name and type of policy and coverages provided; and

6.19.2 The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

6.19.3 The date of expiration of coverage; and

6.19.4 The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Commercial General Liability Insurance and for Workers' Compensation Insurance); and

6.19.5 A specific reference to the Agreement and the Project to which it pertains. (This requirement may be excepted for Commercial General Liability Insurance).

6.20 The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

6.21 A statement indicating any services or work included in or required under the Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Contractor's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

6.22 Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

6.23 If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of the Agreement, the Contractor shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Contractor to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate the Agreement.

6.24 If any of the required insurance coverage(s) expire on the date indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Contractor shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Contractor's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Contractor shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Contractor. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Insurance Coverages Required

6.25 The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

6.25.1 WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

6.25.1.1 Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is

greater.

6.25.1.2 Notice of Cancellation and/or Restriction - the policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

6.25.2 COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

6.25.2.1 Minimum limits of \$3,000,000 per occurrence and \$3,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$3,000,000 for Property Damage Liability, or a minimum combined single limit of \$3,000,000.

6.25.2.2 Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

6.25.2.3 This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. Town of Fort Myers Beach, its officers and employees shall be included as an Additional Insured.

6.25.2.4 Such additional requirements as may be set forth in the Agreement.

6.25.3 BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

6.25.3.1 Minimum limits of \$3,000,000 per person and \$3,000,000 per accident for Bodily Injury Liability and a minimum limit of \$3,000,000 for Property Damage Liability, or a minimum combined single limit of \$3,000,000.

6.25.3.2 Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

6.25.3.3 Such additional requirements as are set forth in the Agreement above.

6.25.4 ALL RISK BUILDERS RISK OR INSTALLATION FLOATER (If Applicable)

All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), buildings(s), or structure(s). Any deductible is the responsibility of the CONTRACTOR. The TOWN shall be named as an additional insured.

6.25.5 SUBCONTRACTORS

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors carry Automobile Liability, General Liability and Workers' Compensation in compliance with statutory limits.

6.26 The CONTRACTOR agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by the CONTRACTOR, its agents, employees, subcontractors, etc.

ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

7.1 The CONTRACTOR will supervise and direct the Work efficiently. CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety, and procedure of construction, unless otherwise specified. The CONTRACTOR will be responsible to see that the finished Work complies with the Contract Documents.

7.2 The CONTRACTOR will keep on the site at all times when work is being performed, a competent, resident superintendent who shall not be replaced without prior written notice to the OWNER'S REPRESENTATIVE. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be binding as if given to the CONTRACTOR.

Labor Material and Equipment

7.3 The CONTRACTOR will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents and will at all times maintain good discipline and order at the site.

7.4 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work unless otherwise specified.

7.5 All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

7.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

7.7 In instances where applicable due to the nature of the bid, all material, equipment, etc., as proposed and offered by CONTRACTOR must meet and conform to all O.S.H.A. requirements; the CONTRACTOR'S signature upon the bid proposal form (Part D) being by this reference considered a certification of such fact.

Adjusting the Progress Schedule

7.8 The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE, for acceptance, any adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and, in addition, will comply with any provisions of the Contract Documents applicable thereto. The TOWN reserves the right to reject any progress schedule from the CONTRACTOR which, in its judgment, does not appear to devote sufficient resources or manpower to enable the timely completion of the project. If the Town requests that the progress schedule be adjusted, the CONTRACTOR shall do so and perform the work according to the adjusted schedule at no additional cost to the TOWN.

Substitute Materials or Equipment

7.9 If it is indicated in the specifications that the CONTRACTOR may furnish or use a substitute that

is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will, within thirty (30) calendar days after the award of the Contract, make written application to the OWNER'S REPRESENTATIVE for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the requirements imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the TOWN who shall be the sole judge of quality. Whether or not the TOWN accepts a proposed substitute, the CONTRACTOR shall reimburse the TOWN for any charges or cost for evaluating any proposed substitute.

Concerning Subcontractors

7.10 The CONTRACTOR will be fully responsible for all acts and omissions of his SUBCONTRACTORS and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the

Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the TOWN. The TOWN may, upon request, furnish to any SUBCONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done.

7.10.1 The divisions and sections of the specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or delineating the Work to be performed by any specific trade.

7.10.2 The CONTRACTOR agrees to specifically bind every SUBCONTRACTOR to the applicable terms and conditions of these Contract Documents for the benefit of the TOWN.

7.10.3 All Work performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate written agreement between the CONTRACTOR and the SUBCONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the TOWN as trustee.

Patent Fees and Royalties

7.11 The costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon, or in a manner connected with the work under the contract, shall be paid by the CONTRACTOR. The CONTRACTOR and its sureties, together with its officers, agents, and employees, shall protect and hold the TOWN harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent. Before final payment is made on the account of this Contract, the CONTRACTOR shall, if requested by the TOWN, furnish acceptable proof of a proper release from all such fees or claims.

7.11.1 Should the CONTRACTOR, its agents, employee, or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the CONTRACTOR shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the TOWN, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the contract. Descriptive information of these substitutions shall be submitted to the OWNER'S REPRESENTATIVE for determination of general conformance to the design concept and the construction contract. Should the TOWN elect to use the substitution, the CONTRACTOR agrees to pay such royalties and secure such valid licenses as may be requisite for the TOWN, its

officers, agents, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

Permits

7.12 Unless otherwise specified herein, the CONTRACTOR will secure and pay for all permits, impact fees, and licenses and will pay all governmental charges and inspections' fees necessary for the prosecution of the Work which are applicable at the time of the bid. The CONTRACTOR will also pay all public utility charges and connection fees except as provided for in the Contract Documents. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the TOWN.

7.12.1 Pursuant to the requirements of F.S. 218.80, the following Town permits and fees are required to be obtained by the contractor.

Building Permit

Fees Paid by Town of Fort Myers Beach

This is a disclosure of permits and fees required by the Town of Fort Myers Beach for this project and does not relieve the CONTRACTOR of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.

7.13 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at a variance therewith, CONTRACTOR will give the OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the OWNER'S REPRESENTATIVE, CONTRACTOR will bear all cost arising there from; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Licenses

7.14 The CONTRACTOR must be properly licensed and have the proper business tax receipt, within the jurisdiction where the project is to be constructed, to perform the work specified in the Scope of Work at the time of bid submittal.

Use of Premises

7.15 The CONTRACTOR will confine its equipment, the storage of materials and equipment, and the operations of its workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

Record Drawings

7.16 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process or addition and exact location of underground or otherwise concealed components such as, but not limited to, plumbing, air conditioning, electric, and conduit which were not installed exactly as shown on the contract drawings. These shall be available to the OWNER'S REPRESENTATIVE and shall be verified by the OWNER'S REPRESENTATIVE at 30%, 60%, and

100% completion of the Project. The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE one (1) complete dated set of all changes made during Construction entitled "Record Drawings". Submittals shall be made in accordance with the above and shall be submitted at the time of substantial completion.

Safety and Protection

7.17 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

7.17.1 All employees on the Project and other persons who may be affected thereby;

7.17.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

7.17.3 Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.18 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. CONTRACTOR will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection and, in addition, CONTRACTOR will comply with all applicable recommendations of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc.; "Roadway and Traffic Design Standards" latest edition published by the Florida Department of Transportation, specifically Index 600-650; and Occupational Safety and Health Administration published by the United States Department of Labor. CONTRACTOR will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in 7.17.2 and 7.17.3 caused directly or indirectly, in whole or in part by the

CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the CONTRACTOR; except any damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the TOWN, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the CONTRACTOR.

7.19 The CONTRACTOR will designate a member of his organization whose responsibility will be to plan for the prevention of accidents at the site. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER'S REPRESENTATIVE.

Emergencies

7.20 In the event of emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the TOWN, is obligated to act at its discretion to prevent threatened damage, injury or loss. CONTRACTOR will give the OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the TOWN and the OWNER'S REPRESENTATIVE determine that a change to the Contract Documents is required because of the action taken in response to an emergency, a Field Directive Change or Change Order shall thereupon

be issued covering the changes and deviations involved. Shop Drawings and Samples

7.21 After checking and verifying all field measurements, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies (or at the option of the OWNER'S REPRESENTATIVE, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER'S REPRESENTATIVE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the OWNER'S REPRESENTATIVE to review the information as required.

7.22 The CONTRACTOR will also submit to the OWNER'S REPRESENTATIVE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

7.22.1 At the time of each submission, the CONTRACTOR will, in writing, call the OWNER'S REPRESENTATIVE'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

7.23 The OWNER'S REPRESENTATIVE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the OWNER'S REPRESENTATIVE and will return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. All cost incurred by the TOWN for the review of a shop drawing in excess of two (2) reviews shall be the CONTRACTORS responsibility. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER'S REPRESENTATIVE that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or CONTRACTOR assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

7.24 No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the OWNER'S REPRESENTATIVE. Any related Work performed prior to review and approval by the TOWN of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER'S REPRESENTATIVE.

7.25 The OWNER'S REPRESENTATIVE's approval of Shop Drawings or samples shall not relieve the CONTRACTOR from its responsibility for any deviations from the requirements of the Contract Documents, unless the CONTRACTOR has in writing called the OWNER'S REPRESENTATIVE's attention to such deviation at the time of submission and the TOWN and the OWNER'S REPRESENTATIVE have given written approval to the specific deviation; nor shall any approval by the OWNER'S REPRESENTATIVE relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

Indemnification

7.26 The CONTRACTOR shall indemnify and hold harmless the TOWN, its officers, agents, and employees from and against all 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 CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract.

7.27 The CONTRACTOR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CONTRACTOR agrees to repair, restore or rebuild any damages CONTRACTOR causes to any property of the TOWN. CONTRACTOR shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The CONTRACTOR shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. CONTRACTOR shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

7.28 The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work CONTRACTOR will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the TOWN. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

7.28.1 Storm Preparation – The CONTRACTOR shall case all construction activities and prepare the project site when a storm event is anticipated to affect the locality. The CONTRACTOR shall respond immediately to the notice given by the TOWN for such preparation. Site preparation shall consist of but not limited to the following

- a. Remove all construction signs
- b. Portable latrines should be removed from the site. If the latrines cannot be removed from the site, they must be laid down on their right side (looking from the front) to prevent waste from leaking out.
- c. The construction site must be clear of all loose tools, lumber, metal, aluminum and any other miscellaneous items that could create a hazard during strong wind conditions and/or storm surges. All other construction materials shall be adequately secured on-site.
- d. All chains, poles and weights used to block off construction sites, vacant lots and parking lots shall be removed as to not create a hazard during strong wind conditions and/or storm surges.
- e. Silt fence posts shall be secured in the ground ten inches (10") as to reduce the potential hazard of the post being uprooted, the silt fence meshing must be a minimum of four inches (4") below ground properly back filled. Other erosion control devices shall be adequately secured so as to not wash out or become a hazard.

7.28.2 If the CONTRACTOR fails to secure the site as provided in the Contract Documents, the TOWN may do so and the cost thereof shall be deducted from the final retainage due the CONTRACTOR.

Continuing the Work

7.29 The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes and disagreements with the TOWN. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 13.7 (The TOWN May Stop Work) or as the CONTRACTOR and the TOWN may otherwise agree in writing.

Anti-Discrimination

7.30 The CONTRACTOR for itself, its successors in interest, and assignees, as part of the consideration thereof covenant and agree that:

7.30.1 In the furnishing of services to the TOWN hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of race, religion, color, age, sex, national origin, handicap or marital status.

7.30.2 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The CONTRACTOR will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.

7.30.3 CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

7.30.4 CONTRACTOR will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the CONTRACTOR shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN to be pertinent to ascertain compliance. The CONTRACTOR shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the TOWN its efforts made toward obtaining said information. The CONTRACTOR shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this CONTRACT.

7.30.5 In the event of breach of any of the above anti-discrimination covenants, the TOWN shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the CONTRACTOR or canceling, terminating or suspending this CONTRACT, in whole or in part.

Additionally, the CONTRACTOR may be declared ineligible for further TOWN contracts by rule, regulation or order of the Town of Fort Myers Beach, or as otherwise provided by law.

7.30.6 The CONTRACTOR will send to each labor union, or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

7.30.7 The CONTRACTOR will include the provisions of paragraphs 7.30.1 through 7.30.6 in every sub-contract under this contract to insure its provisions will be binding upon each Subcontractor. The CONTRACTOR will take such action with respect to any Subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

Misplaced Material

7.31 Should the CONTRACTOR, during the progress of the Work, lose, dump, throw overboard, sink, or misplace any material, plant, or equipment, which in the opinion of the TOWN may be dangerous to, or obstruct navigation, the CONTRACTOR shall recover and remove the same with the utmost dispatch. The CONTRACTOR shall give immediate notice, with description and location of such obstructions, to the U.S. Coast Guard, TOWN and when required, shall mark or buoy such obstructions until the same are removed. In the event of refusal, neglect, or delay in compliance with the above requirements, such obstructions may be removed by the TOWN, and the cost of such removal may be deducted from any money due or to become due to the CONTRACTOR or may be recovered under his bond.

ARTICLE 8. WORK BY OTHERS

8.1 The TOWN may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

8.2 The CONTRACTOR will afford the other Contractors who are parties to such direct contracts (or the TOWN, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CONTRACTOR will coordinate and cooperate with the applicable entity responsible for this portion of the work.

8.3 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract. It is understood and agreed that the CONTRACTOR has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained to it due to any interference from the said utility appurtenances or the operation of moving them. If any part of the CONTRACTOR'S work depends (for proper execution) upon the Work of any such other Contractor (or the TOWN), the CONTRACTOR will inspect and promptly report to the OWNER'S REPRESENTATIVE in writing, any defects, deficiencies or delays in such Work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to report shall constitute an acceptance of the Work, except as to defects, deficiencies and delays which may appear in the other Work after the execution of his Work.

8.4 The CONTRACTOR will do all cutting, fitting and patching of its Work, which is consistent with the Contract Documents that may be required to make its several parts come together properly and enable it to receive or be received by such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating or otherwise altering such other Work and will only cut or alter such other work with the written consent of the OWNER'S REPRESENTATIVE.

8.5 If the performance of additional Work by other Contractors or the TOWN is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work.

ARTICLE 9. OWNER'S REPRESENTATIVE STATUS DURING CONSTRUCTION

Town's Representatives

9.1 The TOWN shall issue all communications to the CONTRACTOR.

Clarifications and Interpretations

9.2 The TOWN will issue, with reasonable promptness, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the TOWN may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work

9.3 The OWNER'S REPRESENTATIVE may authorize, with prior approval from the TOWN, minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order on form FMB:010 and the CONTRACTOR shall perform the Work involved promptly. If the CONTRACTOR believes that a Field Change Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

ARTICLE 10. CHANGES IN WORK

10.1 Without invalidating the Agreement, the TOWN may unilaterally and at any time or from time to time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order on form FMB:009 or Field Directive Change on form FMB:010, the CONTRACTOR will proceed with the Work involved.

10.1.1 All such Work shall be executed under the applicable conditions of the Contract Documents.

10.1.2 If any Change Order or Field Directive Change causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12.

10.2 Additional Work performed by the CONTRACTOR without written authorization of a change in the form of an approved Change Order will not entitle CONTRACTOR to an increase in the Contract Price or any extension of the Contract Time, except in the case of an emergency as provided in Article 7.20.

10.3 It is the CONTRACTOR'S responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's Acceptance must be submitted to the OWNER'S REPRESENTATIVE, by the CONTRACTOR, within ten (10) calendar days of the initiation of the change.

10.4 If additions in the work requested by the TOWN involve addition of a new subcontract or of

additional scope of work such that the Town considers it in its best interests, the CONTRACTOR shall:

10.4.1 Obtain cost proposals from multiple potential subcontractors, suppliers or vendors, at Contractor's sole expense, if so required by the Town, in order to help ensure competitive pricing.

10.4.2 Obtain TOWN's prior written approval of any proposed Subcontractor, including Sub-subcontractors, to be utilized who are not already included on the approved list of Subcontractors.

ARTICLE 11. CHANGE IN CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order on form FMB:009. Any claim for an increase or decrease in the Contract Price shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty (50) calendar days after such occurrence (unless TOWN allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with paragraph 11.2. All claims for adjustment in the Contract Price shall be reviewed by the OWNER'S REPRESENTATIVE. Any change in the Contract Price shall be incorporated in a Change Order and approved by the TOWN. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

11.3.3 By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.

11.3.4 If none of the above methods is agreed upon, the value shall be determined by the TOWN on the basis of cost of the Work and a percentage for overhead and profit. Cost shall only include labor (payroll, payroll taxes, fringe benefits, worker's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved.

In such cases the CONTRACTOR will submit, in the form prescribed by the TOWN, an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CONTRACTOR to the TOWN for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the TOWN. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

Cash Allowances

11.4 It is understood that the CONTRACTOR has included in the Contract Price any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or SUBCONTRACTORS and for such sums within the limit of the allowances as the TOWN may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for cost and profit on account of cash allowances. No demand for an additional sum for overhead or profit in connection therewith will be allowed.

Unit Price Work

11.5 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.

11.6 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item.

11.7 The unit price of an item of Unit Price Work shall be subject to revaluation and adjustment under the following conditions:

11.7.1 if the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the CONTRACTOR differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

11.7.2 if there is no corresponding adjustment with respect to any other item of Work; and

11.7.3 if the CONTRACTOR believes that it has incurred additional expense as a result thereof; or

11.7.4 if the TOWN believes that the quantity variation entitles it to an adjustment in the unit price, either the TOWN or the CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 12. CHANGE IN CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order on form FMB:009. Any claim for an extension in the Contract Time shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty (60) calendar days after such occurrence (unless the OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis of a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and

could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time shall be determined by the OWNER'S REPRESENTATIVE. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The TOWN shall not be responsible for any delay in the completion of the project where the delay is beyond the control or without fault or negligence on behalf of the TOWN. The TOWN shall not be held accountable for extra compensation or an extension of time due to default by the CONTRACTOR, subcontractors, or suppliers in the furnishing of labor or materials for the project, or having to replace defective materials.

12.3 The CONTRACTOR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the TOWN, provided the CONTRACTOR gives notice to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CONTRACTOR'S sole remedy shall be an extension of Contract Time.

12.4 No extension of Contract Time or increases in Contract Price shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the TOWN in its sole discretion or (4) for any delay which is caused by the CONTRACTOR having to replace defective material or equipment or (5) delays attributable to the lack of performance by Subcontractors regardless of the reasons.

12.5 All time limits stated in the Contract Documents are of the essence of the Agreement.

ARTICLE 13. WARRANTY GUARANTEE / ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee

13.1 The CONTRACTOR warrants and guarantees to the TOWN that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Article for a period of twelve months following final completion and acceptance by the Town. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article. Contractor is to assign any and all warranties or guarantees on equipment, materials, etc. to the TOWN.

Test and Inspections

13.2 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER'S REPRESENTATIVE timely notice of readiness therefore. The CONTRACTOR will furnish the OWNER'S REPRESENTATIVE with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such Work required to be

inspected, tested or approved is covered without written approval of the OWNER'S REPRESENTATIVE, it shall, if requested by the OWNER'S REPRESENTATIVE, be uncovered for observation at the CONTRACTOR'S expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.

13.3 Neither observations by the OWNER'S REPRESENTATIVE, nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

Close Out Procedure

13.4 General Operating/Maintenance Instructions & Manuals

13.4.1 The CONTRACTOR shall organize maintenance operating manual information into four (4) suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Emergency instructions, spare parts listing, warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar acceptable information shall be included. The CONTRACTOR shall bind each manual of each set in a heavy duty, 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

13.4.2 CONTRACTOR shall arrange for each installer of work requiring continuing maintenance (by the OWNER) or operation, to meet with the OWNER'S personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. CONTRACTOR shall include instructions by manufacturer's representatives where installers are not expert in the required procedures. CONTRACTOR shall review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, CONTRACTOR shall demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. CONTRACTOR shall review maintenance and operations in relation to applicable guarantees, warranties, agreements to maintain, bonds, and similar continuing commitments.

Access to the Work

13.5 The TOWN and the OWNER'S REPRESENTATIVE shall at all times have access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

Uncovering the Work

13.6 If any work has been covered which the OWNER'S REPRESENTATIVE has not specifically requested to observe prior to its being covered, or if the OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the OWNER'S REPRESENTATIVE'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER'S REPRESENTATIVE may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore as provided in Article 11 and 12.

Town May Stop the Work

13.7 If the Work is defective, if the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment, the TOWN may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated: however, this right of the TOWN to stop the work shall not give rise to any duty on the part of the TOWN to exercise this right for the benefit of the CONTRACTOR or any other party.

Correction or Removal of Defective Work

13.8 If required by the OWNER'S REPRESENTATIVE prior to approval of final payment, the CONTRACTOR will, promptly, without cost to the TOWN and as specified by the OWNER'S REPRESENTATIVE, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within ten (10) calendar days, all as specified in a written notice from the OWNER'S REPRESENTATIVE, the OWNER'S REPRESENTATIVE may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the CONTRACTOR. The CONTRACTOR will also bear the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

One (1) Year Correction Period

13.9 If, after the approval of the final payment and prior to the expiration of one (1) year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the CONTRACTOR will promptly, without cost to the TOWN, and in accordance with the OWNER'S REPRESENTATIVE'S written instructions, either correct such defective Work or, if it has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If, within seven (7) calendar days, the CONTRACTOR does not comply with the terms of such instructions, the Bonding Company shall be notified of default and requested to make repairs or replacement, the TOWN may have the defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement shall be paid by the CONTRACTOR. This shall be in addition to, and not in substitution for, the warranty requirement set forth elsewhere in these Contract Documents.

Acceptance of Defective Work

13.10 If, instead of requiring correction or removal and replacement of defective Work, the TOWN prefers to accept it, the TOWN may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the appropriate revisions to the Contract Documents including an appropriate reduction in the Contract Price. If the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by the CONTRACTOR to the TOWN.

Neglected Work By Contractor

13.11 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the TOWN may, after three (3) calendar days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the CONTRACTOR.

A Change Order shall be issued incorporating the appropriate revision to the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the TOWN.

ARTICLE 14. PAYMENT AND COMPLETION

Schedule of Values

14.1 Within ten (10) calendar days after the effective date of the Agreement, the CONTRACTOR will submit a schedule of values of the Work including quantities and unit prices totaling to the Contract Price. This schedule shall be satisfactory in form and substance to the TOWN and shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the OWNER'S REPRESENTATIVE, it shall be incorporated into the Estimate and Requisition for Payment form No. FMB:011 prescribed by the TOWN. Unit Price Contracts shall have the bid proposal prices incorporated into the Estimate and Requisition for Payment.

Application for Progress Payment

14.2 Not more often than once a month, nor less often than specified in the approved payment schedule 1.4.3, and on a date established at the Project Pre-Construction Conference, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for review the Estimate and Requisition for Payment form No. FMB:011 filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and supported by such data as the OWNER'S REPRESENTATIVE may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER'S REPRESENTATIVE, as will establish the TOWN'S title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage specified in the Contract Documents. Such retainage shall be paid and will be issued in the final payment after acceptance by the TOWN of the Work.

Contractor's Warranty of Title

14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the TOWN prior to the next making of application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments

14.4 The OWNER'S REPRESENTATIVE will, within fifteen (15) calendar days after receipt of each Application for Payment, either indicate his approval of payment and deliver the application to the TOWN or return the Application to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and re-submit the Application. The TOWN will, within fifteen (15) calendar days after receipt of each approved application for payment, either indicate their approval of payment and pay the

CONTRACTOR the amount approved or return the application to the CONTRACTOR through the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

14.4.1 The OWNER'S REPRESENTATIVE's approval of any payment requested in an Application for Payment shall constitute a representation by the OWNER'S REPRESENTATIVE to the TOWN, based on the OWNER'S REPRESENTATIVE'S on-site observations of the Work in progress and on his review of the Application for Payment and the supporting data that the CONTRACTOR is entitled to payment of the amount approved.

14.4.2 The OWNER'S REPRESENTATIVE'S approval of final payment shall constitute an additional representation by the OWNER'S REPRESENTATIVE to the TOWN that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in this Article 14 have been fulfilled.

14.4.3 The OWNER'S REPRESENTATIVE may refuse to approve the whole or any part of any payment if the OWNER'S REPRESENTATIVE is unable to make such representations to the TOWN. OWNER'S REPRESENTATIVE may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the TOWN from loss because:

14.4.3.1 The Work is defective;

14.4.3.2 A portion of such payment is the subject of a dispute or claim that has been filed.

14.4.3.3 The Contract Price has been reduced because of Modifications;

14.4.3.4 The TOWN has been required to correct defective Work or complete the Work in accordance with Article 13, or

14.4.3.5 Of unsatisfactory prosecution of the Work, including failure to clean up as required by Article 7.

Substantial Completion

14.5 Prior to final payment, the CONTRACTOR shall, in writing to the OWNER'S REPRESENTATIVE, certify that the entire Project is substantially complete and request that the OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within fourteen (14) calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of the Project to determine the status of completion. If the TOWN does not consider the Project substantially complete, it will notify the CONTRACTOR in writing giving the reasons therefore. If the TOWN considers the Project substantially complete, a Certificate of Substantial Completion (Form No. FMB:012) will be issued. This certificate shall fix the date of Substantial Completion and the responsibilities between the TOWN and the CONTRACTOR for maintenance, heat and utilities. The Certificate of Substantial Completion will also include a punch list of items to be completed or corrected, said time to be within the Contract Time. The TOWN shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion but the TOWN will allow the CONTRACTOR reasonable access to complete items on the punch list.

Partial Utilization

14.6 Prior to final payment, the OWNER'S REPRESENTATIVE may request the CONTRACTOR to

permit the use of a specified part of the Project which the TOWN believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the OWNER'S REPRESENTATIVE that said part of the Project is substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of that part of the Project to determine its status of completion. If the TOWN considers that part of the Project to be substantially complete, the OWNER'S REPRESENTATIVE will deliver to the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the TOWN and the CONTRACTOR for maintenance, heat and utilities as to that part of the Project. The TOWN shall have the right to exclude the CONTRACTOR from any part of the Project which is so certified to be substantially complete but the TOWN will allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

Final Inspection

14.7 Upon written notice from the CONTRACTOR that the Project is complete, the OWNER'S REPRESENTATIVE will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

Final Inspection for Payment

14.8 After the CONTRACTOR has completed any such corrections to the satisfaction of the OWNER'S REPRESENTATIVE and delivered all maintenance and operating instructions, schedules, guarantees, bonds, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CONTRACTOR and all SUBCONTRACTORS which performed services for the CONTRACTOR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

Approval of Final Payment

14.9 If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, it will, within fifteen (15) calendar days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the TOWN. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and re-submit the Application. The TOWN will, within fifteen (15) calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment pay the CONTRACTOR the amount approved by the TOWN and issue a Certificate of Final Completion or return the application thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

14.10 If, after substantial Completion of the Work, final completion is materially delayed through no fault of the CONTRACTOR, and the OWNER'S REPRESENTATIVE so confirms, the TOWN shall and

without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Article 6, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.11 If liquidated damages are to be deducted from the final payment, the TOWN shall so notify the CONTRACTOR in writing at least seven (7) calendar days prior to the TOWN'S submittal to Finance.

14.12 The Contractor will be required to submit with his final payment documents a DBE Participation Certification, Form No. FMB:016 indicating all DBE sub-contractor(s) and amount(s) utilized for the project, if applicable.

If the CONTRACTOR did not utilize the DBE firm(s) listed on the Bid Proposal, Schedule D, a letter of justification, as to why shall be submitted along with the DBE Participation Certification if appropriate.

14.13 Upon receipt of the Contractor Performance Evaluation, the CONTRACTOR will have seven (7) calendar days, from the date received, to review, comment, sign and return back to the project manager. If the evaluation has not been received back from the CONTRACTOR within the seven (7) calendar days, the TOWN will assume the CONTRACTOR fully agrees with and has no comments to the evaluation. The evaluation will then be placed on file with Town of Fort Myers Beach Contracts Management.

Contractor's Continuing Obligation

14.14 The CONTRACTOR'S obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the TOWN, the issuance of the Certificates of Completion, any payment by the TOWN to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the TOWN, any act of acceptance by the TOWN, any failure to do so, nor any correction of defective Work by the TOWN shall constitute an acceptance of Work not in accordance with the Contract Documents.

Waiver of Claims

14.15 The making and acceptance of final payment shall constitute:

14.15.1 A waiver of all claims by the TOWN against the CONTRACTOR other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any guarantees specified therein, and,

14.15.2 A waiver of all claims by the CONTRACTOR against the TOWN other than those previously made in writing and still unsettled.

ARTICLE 15. SUSPENSION OF WORK AND TERMINATION

Town May Suspend Work

15.1 The TOWN may at any time and without cause suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by notice in writing to the CONTRACTOR. The TOWN shall fix the date on which Work shall be resumed and the CONTRACTOR will resume the

Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price, an extension of the Contract Time or both, if such increases are justified and directly attributable to any TOWN suspension and if he makes a claim thereof as provided in Articles 11 and 12.

Town May Terminate

15.2 If the CONTRACTOR is adjudged bankrupt or insolvent, if CONTRACTOR makes a general assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, if he files a petition to take advantage of any debtor's act or reorganizes under the bankruptcy or similar laws, if CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if CONTRACTOR repeatedly fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment, if CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he disregards the authority of the OWNER'S REPRESENTATIVE, or if CONTRACTOR otherwise substantially violates any provisions of the Contract Documents, then the TOWN may, without prejudice to any other right or remedy and after giving the CONTRACTOR and CONTRACTOR's surety seven (7) calendar days written notice, terminate the services of the CONTRACTOR and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the Work by whatever method the TOWN may deem expedient or arrange with the Surety to complete the project. The CONTRACTOR, if notified by the TOWN to do so, shall promptly remove any part of his equipment and supplies from the property of the TOWN; failing, the TOWN shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

15.2.1 In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to the TOWN. Such cost incurred by the TOWN will be determined by the TOWN and incorporated in a Change Order.

15.2.2 Where the CONTRACTOR'S services have been so terminated by the TOWN, said termination shall not affect any rights of the TOWN against the CONTRACTOR then existing or which may thereafter accrue.

15.2.3 If so terminated, any retention or payment of monies by the TOWN due the CONTRACTOR will not release the CONTRACTOR from liability accruing under this Contract.

15.2.4 If after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of Article 15.2 or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 15.3.

15.3 Upon seven (7) calendar days written notice to the CONTRACTOR, the TOWN may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Contractor May Stop Work or Terminate the Contract

15.4 If through no fault of the CONTRACTOR, or a Subcontractor, Sub-Subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) calendar days by the

TOWN or under an order of court or other public authority, or the OWNER'S REPRESENTATIVE has not issued a certificate for payment and has not notified the CONTRACTOR of the reason for withholding certification as provided in 14.4 or because the TOWN has not made payment on a certificate for payment within the time stated in the Contract Documents, then the CONTRACTOR may, upon seven (7) calendar days written notice to the TOWN and the OWNER'S REPRESENTATIVE, terminate the Agreement and recover from the TOWN payment for all Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

15.5 In addition and in lieu of terminating the Agreement, if the OWNER'S REPRESENTATIVE has failed to act on an application for payment or the TOWN has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) calendar days written notice to the TOWN and the OWNER'S REPRESENTATIVE stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligation under paragraph 7.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the TOWN.

ARTICLE 16. MISCELLANEOUS **General**

16.1 All Specifications, Drawings and copies thereof furnished by the TOWN, to the CONTRACTOR, shall remain the TOWN'S property. They shall not be used on another Project.

16.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to the TOWN thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

16.3 Should the TOWN or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or any of his employees, agents, or others for whose acts a party is legally liable, a claim should be made in writing to the other party within seven (7) calendar days of the first observance of such injury or damage. This shall not be deemed to waive any immunity from claim on the part of the TOWN, whether it be through sovereign immunity or due to specific provisions set forth in these Contract Documents.

16.4 The Contract Documents shall be governed by the laws of the State of Florida, the County of Lee, and the municipality in which the project is being done.

Computation of Time

16.5 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

ARTICLE 17. MAINTENANCE OF RECORDS

17.1 The CONTRACTOR shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination of this Contract. The TOWN and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the TOWN deems necessary during the period of this Contract and during the period of five (5) years

thereafter; provided, however, such activity shall be conducted only during normal business hours. The TOWN, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

ARTICLE 18. **FEDERAL REQUIREMENTS**

18.1 In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds are incorporated by reference and made a part of this Contract as if attached hereto and become a part of this Article.

PART E
FMB:007 – CONSTRUCTION CONTRACT
PUBLIC CONSTRUCTION BOND
(1 of 3 Pages)

FORT MYERS BEACH CONSTRUCTION CONTRACT
PUBLIC CONSTRUCTION BOND

BOND NO:

1. Know all men by these presents, that _____,
(Name, Full Address & Phone # of Awarded Contractor)
hereinafter referred to as the CONTRACTOR, as Principal, and _____, a
corporation, licensed to do business in the State of Florida, hereinafter called SURETY, located
at: _____, are
held and firmly bound unto the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach,
FL 33931, (239) 765-0202, a Political Subdivision of the State of Florida as "OWNER", in the full and
just sum of _____
(Amount of Bond Written in Words)
(\$ _____) Dollars, lawful money of the United
States of America, to the payment of which sum, will and truly to be made, the CONTRACTOR and
SURETY bind themselves, their representatives, and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS, the CONTRACTOR has entered into a certain written Contract with the TOWN as
the OWNER, dated the ____ day of ____, 20____, for: Legal Description of project,
_____, whose address is
_____ for the project known as _____, with
conditions and provisions as are further described in the aforementioned Contract, which Contract
is by reference made a part hereof in its' entirety for the purpose of perfecting this bond.
3. NOW, THEREFORE, the conditions of this obligation are such that if CONTRACTOR shall fully,
promptly and faithfully perform said Contract and all obligations there under, including all
obligations imposed by the Contract Documents (which includes the Notice to Bidders, Instruction
to Bidders, Bid Proposal Form, General and Supplementary Conditions, Detail Specifications,
Form(s) of Contract Bond(s), Plans and Specifications, Change Orders, and such alterations
thereof as may be made as provided for therein), and shall promptly make payments to all
claimants for any and all labor and materials used or reasonably required for use or furnished in
connection with the performance of said Contract, and shall perform all other covenants and
obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and
effect.
- 3.1. The undersigned shall indemnify and save harmless the OWNER from and against all
costs, expenses and damages, including litigation costs and attorneys fees arising out of,
or in connection with the neglect, default or want of care or skill, including patent
infringement on the part of said CONTRACTOR, his agents, servants or employees in the
execution or performance of said Contract with the OWNER.
- 3.2. The undersigned shall promptly make payment(s) to all persons supplying services, labor,
material or supplies used directly or indirectly by said CONTRACTOR, or any Sub-
Contractor or Sub-Contractor, in the prosecution of the work provided for in said Contract
with the OWNER.

PART E
FMB:007 - CONSTRUCTION CONTRACT
PUBLIC PAYMENT and PERFORMANCE BOND
(2 of 3 Pages)

- 3.3. The undersigned agree to promptly pay to the OWNER any difference between the sum to which the CONTRACTOR would be entitled for the completion of the contract including any damages, direct, liquidated or delay, which the OWNER may sustain by reason of failure of the CONTRACTOR to properly and promptly perform and abide by all of the provisions of said Contract, and any sum which the OWNER may be or was obligated to pay for the completion of said Work by the CONTRACTOR.
- 3.4. The undersigned SURETY covenants and agrees that change orders, extensions of time, alterations or additions to the terms of the Contract or the Work to be performed there under, or the specifications accompanying the same shall in no way effect their obligation on this Bond, and the SURETY does hereby expressly waive notice of any such changes, extensions of time, alterations or additions, so long as the fundamental nature of the work on the Project by the CONTRACTOR is not changed.
- 3.5. Subject to the OWNER'S priority, claimants covered by Section 713.01, Florida Statutes, shall have a direct right of action against the Principal and Surety under this obligation, after written notice is provided to the OWNER of the performance of labor or delivery of materials or supplies, and non-payment thereof. Any claimant who seeks to recover against the Principal or Surety under this obligation must also satisfy the notice requirements and time limitations of Section 255.05, Florida Statutes, as they may be revised from time to time.
4. The CONTRACTOR and the SURETY shall hold the Town harmless from any and all damages, expenses and cost, or lawsuits, which may arise by virtue of any defects in said work or materials within the period of one (1) year from the date of OWNER'S express acceptance of the project, providing, however, that upon completion of the Work, the amount of this bond shall be reduced to 100% of the Contract Price.
5. This public payment and performance bond shall be governed by the laws, administrative rules, and regulations of the State of Florida. Any claims or suits instituted under this bond shall be governed solely by the laws of the State of Florida.

SIGNED and sealed this, the _____ day of _____, 20____

WITNESS:

(Signature)

(Type Name and Title)

WITNESS: (If No Seal)

(Signature)

(Type Name and Title)

CONTRACTOR, As Principal:

(Firm Name)

BY: _____ (SEAL)

(Signature)

(Type Name and Title)

PART E
FMB:007 - CONSTRUCTION CONTRACT
PUBLIC PAYMENT and PERFORMANCE BOND
(3 of 3 Pages)

COUNTERSIGNED, as SURETY

(Title)

STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

(Name)

(Address)

(City, State, Zip Code)

(Power-of-Attorney Signature)

BEFORE me, a Notary Public, duly commissioned, qualified and acting personally, appeared:

to me well-known, who being by me first duly sworn upon oath says that he/she is Attorney-in-Fact for _____, as Surety, and that he has been authorized by said Surety to execute the foregoing Public Payment and Performance Bond on behalf of the (CONTRACTOR) Principal named therein in favor of the OWNER.

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____ by _____ by () physical appearance or () online notarization physically appeared _____.
(Print or Type Name)

who has produced _____
(Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

PART E
FMB:008 - CONSTRUCTION CONTRACT
CLEAN IRREVOCABLE LETTER OF CREDIT

DATE: _____

TO:

AMOUNT: \$ _____ **EXPIRATION DATE:** _____
(U.S. Dollars)

We hereby open our Clean Irrevocable Letter of Credit No. _____ in favor of the Town of Fort Myers Beach Town Council (Town) for the amount of _____ U.S. Dollars (_____) effective as of this date.

This Letter of Credit is issued pursuant to that certain contract No. _____ between _____, as Contractor, and the Town of Fort Myers Beach, Florida, dated _____, 20__ (the "Contract"), however, this Letter of Credit is independent of that contract and reference herein is for information only.

Funds under this Letter of Credit are available to the Town hereunder not exceeding in aggregate the amount of this Credit against the Town's demand for payment on us referencing our Credit No. _____.

When we receive your demand for payment at _____
(street address)
on or prior to the Expiration Date, we will promptly honor the same.

Kindly address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department, mentioning specifically our Credit Number.

Venue for any and all legal action necessary to enforce the terms of this Letter of Credit shall be Lee County, Florida.

This bond shall be effective from _____ and remain in effect until _____ and shall be renewed annually for the term of the agreement.

Authorized Signature: _____

Name (Typed): _____

Title: _____

Notary Public: _____

Except as is inconsistent with the express provisions hereof, this Letter of Credit is subject to the Uniform Customs and Practices For Documentary Credits (1993) Revision, International Chamber of Commerce Publication No. 500.

PART E
CONSTRUCTION CONTRACT
CERTIFICATE OF INSURANCE

(INSERT CERTIFICATE OF INSURANCE HERE)

PART E
FMB:009 - CONSTRUCTION CONTRACT
TOWN OF FORT MYERS BEACH BID PROPOSAL REQUEST

PROPOSAL REQUEST NO. _____

CONTRACT/PROJECT NAME: _____

CONTRACTOR: _____ PROJECT NO. _____

CONTRACT NO. _____ BID NO.: _____

CHANGE REQUESTED BY: _____ DATE OF REQUEST _____

Please submit an itemized bid for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of the Work)

Attachments: (List attached documents that support description)

CONTRACTOR:

BY: _____

PART E
FMB:010 - CONSTRUCTION CONTRACT
FIELD CHANGE ORDER

No. _____

Project No. _____ Bid No.: _____ Contract No.: _____ Date: _____

Contract/Project Name: _____

Request By: _____

It is hereby requested, agreed, and authorized that the following field change(s) in the work required by the contract documents be made:

Description of the change:

Indicate drawings and/or specification affected by this change:

CONDITIONS TO THIS CHANGE ORDER:

It is hereby understood and agreed that the above described field change will not involve:

- (A) any change in the Contract Price, or
- (B) any change in the Contract Completion Time, or
- (C) any change that would be inconsistent with the scope of the Contract Documents.

NOTE If this change affects prior approvals for permits granted by any agency, written documentation of that agency's approval of the change is required prior to commencing this change.

CONTRACTOR ACCEPTANCE By: _____
Contractor's Business Name

By: _____
Signature _____ Date _____
Title _____

CONSULTANT'S RECOMMENDATION _____ (if applicable)

BY: _____ BY: _____
(Print Name of Consultant) Signature _____ Date _____

TOWN APPROVAL AND AUTHORIZATION

BY: _____ BY: _____
(Print Name) Department Director or Designated Project Manager Signature _____ Date _____

Copies to: Contractor (Top Copy)
Project Consultant
Project Sponsoring Department
Contracts Management

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

No.: _____

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000).

CONTRACT/PROJECT NAME: _____

CONTRACTOR: _____ PROJECT NO.: _____

CONTRACT NO.: _____ BID NO.: _____

CHANGE REQUESTED BY: _____ DATE OF REQUEST: _____

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: _____

Purpose of Change Order: _____

Attachments: (List documents supporting change) _____

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$ _____	Original Contract Time _____ Calendar Days
Previous Change Order No. _____ to No. _____ \$ _____	Net Change from previous Change Orders _____ Calendar Days
Contract Price prior to this Change Order \$ _____	Contract Time prior to this Change Order _____ Calendar Days
Net Increase (Decrease) of this Change Order \$ _____	Net Increase (Decrease) of this Change Order _____ Calendar Days
Contract Price with all approved Change Orders \$ _____	Contract Time with all approved Change Orders _____ Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:	ACCEPTED	TOWN APPROVAL:
By: _____	By: _____	By: _____
Consultant (if applicable) Date	Contractor	Finance Director (Under \$25,000)
By: _____	Date Accepted: _____	Date Approved: _____
Department Director Date		
Contracts Management	(CORPORATE SEAL)	By: _____
APPROVED:		Town Manager (Under \$25,000)
Town Attorney Date		Date Approved: _____
		By: _____
		Mayor, Town Council
		(Over \$25,000)
		Date Approved: _____

PART E
FMB:012 - CONSTRUCTION CONTRACT
FIELD DIRECTIVE CHANGE
(1 of 2 Pages)

NO.: _____

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name: _____

Contractor: _____

Request By: _____ Date of Request: _____

1. **DIRECTIVE:** The TOWN hereby directs and authorizes the following change(s) in the work required by the contract documents be made and the CONTRACTOR is hereby directed to proceed promptly. In the event that as a result of the CONTRACTOR accepting this Field Directive Change, there are determined to be change(s) in the Contract (1) scope, (2) cost, or (3) time. Subsequent to the CONTRACTOR finalizing the change(s) in the work required, and upon receipt and acceptance by the TOWN of a written and documented claim by the CONTRACTOR, such changes shall be incorporated in a Change Order which is subject to approval by the TOWN and the CONTRACTOR.
2. Description of the change(s):

3. Purpose or Intent of Field directive Change:

4. Attachments: (List documents supporting change)

5. Not-to-exceed limits applicable to this Field Directive Change:
Unless specifically authorized by the TOWN by a written amendment to this Field Directive Change, the CONTRACTOR shall not exceed the following limits:
 - A. Estimated not-to-exceed increase (decrease) in the contract price: _____
 - B. Estimated not-to-exceed increase (decrease) in completion time in calendar days: _____
6. Claim(s) resulting from Field Directive Change
In the event that, as a result of the CONTRACTOR providing or performing the change(s) in the required construction work as set forth in this Field Directive Change, the CONTRACTOR determines that consideration should be given to (1) changing the contract scope, (2) increasing the CONTRACTOR'S compensation, or (3) increasing the contract time; the CONTRACTOR shall in accordance with the provisions of Articles 11, 12 and 13 of the Contract Document, submit a written claim to the TOWN requesting that a Change Order be executed incorporating changes in the (1) contract scope, (2) CONTRACTOR compensation, or (3) contract time as appropriate. Such a claim shall include documentation to support the claim.

PART E
FMB:012 - CONSTRUCTION CONTRACT
FIELD DIRECTIVE CHANGE
(2 of 2 Pages)

It is understood and agreed by the TOWN in authorizing and by the CONTRACTOR in accepting this Field Directive Change that the following methods shall be used as the basis for considering the issuance of a contract Change Order or any CONTRACTOR claim arising out of this Field Directive Change:

A. Method of Determining Change in Contract

Price:

- ☐ Time and Materials
- ☐ Unit Prices
- ☐ Cost plus fixed fee
- ☐ Other

B. Method of Determining Change in

Contract Time:

- ☐ Contractor's Records
- ☐ Consultant's Records
- ☐ Other

7. ACCEPTANCE:

TOWN AUTHORIZATION

By _____
Printed Name

By _____
Signature

Title/Position _____

Date _____

CONTRACTOR AUTHORIZATION

By _____
Contractor's Business Name

By _____
Print Name

By _____
Signature

Witness

Title/Position _____

Date _____

Corporate Seal (Affix if applicable, if not enter "None")

Copies Distributed to:

- ☐ Contractor (Signed Original)
- ☐ Director Project Sponsoring Department (Signed Original)
- ☐ Project Manager
- ☐ Consultant (if applicable)
- ☐ Contracts Management

PART E
FMB:013 - CONSTRUCTION CONTRACT
ESTIMATE AND REQUISITION FOR PAYMENT
(1 of 3 Pages)

Date: _____

Bid No.: _____ Contract No.: _____ Project No.: _____

Estimate No.: _____ (☐ Partial ☐ Final) for Period _____ to _____

Project Name: _____

PAYEE: Contractor's Name: _____

Mailing Address: _____

City & State _____ ZIP CODE _____

Deliver Warrant: _____ Special Instructions - If Other than Mail _____

Attach a list of names and addresses of all Sub-Contractors, material men, or suppliers that are to be paid from this requisition.

CONTRACTUAL FINANCIAL DATA

Date of Original Contract: _____

Total Amount of Original Contract \$ _____

PLUS: Change Order # _____ dated _____ \$ _____

Change Order # _____ dated _____ \$ _____

Change Order # _____ dated _____ \$ _____

Change Order # _____ dated _____ \$ _____

Change Order # _____ dated _____ \$ _____

Change Order # _____ dated _____ \$ _____

Total Change Orders ADDING to cost of Contract \$ _____

LESS: Change Order # _____ dated _____ \$ _____

Change Order # _____ dated _____ \$ _____

Change Order # _____ dated _____ \$ _____

Change Order # _____ dated _____ \$ _____

Change Order # _____ dated _____ \$ _____

Change Order # _____ dated _____ \$ _____

Total Change Orders SUBTRACTING from cost of Contract \$ _____

Less Total Unit Price Amount Not Used Per Final Field Measurements \$ _____

TOTAL OF ABOVE \$ _____

SPECIAL NOTE: Any change orders which affect the contract not previously transmitted to the Town's Finance Office or to Contracts Mgmt must be properly executed and attached to this form before payment will be made.

Total Completed this Requisition \$ _____ Retainage \$ _____

Total Complete to Date (Column F, Sheet 3) \$ _____

Retainage % (Percent required in Contract Documents) \$ _____

Total Earned Less Retainage \$ _____

Less Prior Payments Made \$ _____

Less Liquidated Damages \$ _____

Amount of this Requisition \$ _____

Total Amount Paid to DBE's from above \$ _____

PART E
FMB:013 - CONSTRUCTION CONTRACT
PROGRESS PAYMENT CERTIFICATION
(2 of 3 Pages)

Project Name: _____

Bid No.: _____
Contract No.: _____
Estimate No.: _____
Project No.: _____
Requisition Date: _____
Period From: _____
To: _____

I do hereby certify that all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed, and materials delivered. I further certify that all Sub-Contractors, material men or suppliers listed to be paid from this requisition will be paid prior to any future payment request for this particular project. Accordingly, I hereby certify the amount of \$_____ to the Town of Fort Myers Beach for a progress payment.

Signed: _____
Contractor
Date: _____
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____, 20____, by means
of () physical presence or () online notarization, personally appeared _____ as
_____ of _____,
() who personally known to me of () who has produced _____ as identification.

NOTARY PUBLIC – State of Florida

My commission expires:

I do hereby certify that to the best of my knowledge and belief, all items and documents shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of \$_____ to the Town of Fort Myers Beach for progress payment.

Signed: _____
Owner's Rep. Preparing Estimate

Signed: _____
Department/Division Director

Date: _____

Date: _____

Alternate No.

PART E
FMB:013 - CONSTRUCTION CONTRACT
FINAL PAYMENT CERTIFICATION AND CONTRACTORS AFFIDAVIT
(3 of 3 Pages)

Project Name: _____

Bid No.: _____
Contract No.: _____
Estimate No.: _____
Project No.: _____
Requisition Date: _____
Period From: _____
To: _____

I do hereby certify that all items and amounts shown in the requisition for payment are correct and all work has been performed and materials delivered. This waiver and release of lien is conditioned upon payment of the consideration specified herein. It is not effective until said payment is received. I further certify that the consideration received in exchange for this final waiver and release of lien, when received is designated by the Contractor to be applied to the payment of subcontractors, material men, and suppliers who have furnished such services, labor, materials and supplies for which this request for payment is being made.

For warranty and guarantee start date, it is understood and agreed that the date of the final completion of the Work shall apply unless otherwise provided in the Certificate of substantial completion at which time the TOWN initiates occupancy or utilizes the Work or designated portion thereof for the use for which it is intended, which ever is first.

Signed: _____
Contractor

Date: _____
CORPORATE SEAL

STATE OF FLORIDA)

COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____, 20____, by means

of () physical presence or () online notarization, personally appeared _____ as

_____ of _____,

() who personally known to me of () who has produced _____ as identification.

NOTARY PUBLIC – State of Florida

My commission expires:

I do hereby certify that to the best of my knowledge and belief, all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of \$_____ to the Town of Fort Myers Beach for final payment.

Substantial Completion Date: _____

Final Completion Date: _____

Signed: _____
Owner's Rep. Preparing Estimate

Date: _____

Signed: _____
Department/Division Director

Date: _____

APPROVAL RECOMMENDED

By: _____

Town Attorney

Date: _____

Alternate No. 2

PART E
FMB:014 - CONSTRUCTION CONTRACT
CERTIFICATE OF SUBSTANTIAL COMPLETION
(2 of 2 Pages)

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): _____

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Project Inspector _____ Date _____,
Name

Executed by OWNER'S REP. On

Date: _____,

CONTRACTOR accepts this Certificate of Substantial Completion on

Date: _____,

OWNER'S REPRESENTATIVE (Print)

By _____
Signature

CONTRACTOR (Print)

By _____
Signature

TOWN accepts this Certificate of Substantial Completion on

Date: _____,

DIRECTOR (Print)

By _____
Signature

cc: Project Manager
Town of Fort Myers Beach Sponsoring Department
CONTRACTOR
Contracts Management

PART E
FMB:015 - CONSTRUCTION CONTRACT
WARRANTY

The undersigned party does hereby warranty and/or guarantee all work executed by the Contractor:

Name and Address of Contractor

Project Title

To be free from defects of materials and workmanship for a period of one year from

(Date of Substantial/Final Completion)

The undersigned party further agrees that it will, at its own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty Guaranty. It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the general conditions and specifications under which the contract was let that such warranty and/or guaranty would be given.

DATE _____

CONTRACTOR

By _____

Corporate Seal

Attest _____

PART E
FMB:016 - CONSTRUCTION CONTRACT
OWNER'S REPRESENTATIVE CERTIFICATE OF FINAL COMPLETION

EFFECTIVE DATE: _____

CONSULTANT (If Applicable): _____

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

CONTRACTOR: _____

TOWN PROJECT MANAGER: _____

This is a formal certification that based on observation of the Owner's Representative the above contractor has completed all work for the above project in conformance with the plans, specifications and provisions established by the Contract Documents.

I recommend that the work be accepted by the Town of Fort Myers Beach.

SIGNED: _____
Owner's Representative

DATED: _____

cc: Project Manager
Town of Ft. Myers Beach Sponsoring Department
CONTRACTOR
Contracts Management

PART E
FMB:017 - CONSTRUCTION CONTRACT
DISADVANTAGED BUSINESS AND MINORITY BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION
(If Applicable)

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): _____

This is a formal certification that the below list of Disadvantaged Business Enterprise Sub-Contractor(s) and amount(s) were utilized on the above project.

<u>DBE SUB-CONTRACTOR</u>	<u>SUB-CONTRACTOR AMT</u>	<u>AMOUNT PAID</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: _____
Contractor

Date: _____

cc: Project Manager
Contracts Management

PART E
FMB:018 - CONSTRUCTION CONTRACT
CONTRACTOR PERFORMANCE EVALUATION
(1 of 2 Pages)

Contractor Name: _____

Project Manager: _____ Phone: _____

Project Name: _____ Fax: _____

Town Project Manager: _____ Bid #: _____

Notice to Proceed Date: _____ Completion Date: _____

SECTION 1
MANAGEMENT AND ORGANIZATION OF THE WORK

- A. Effectiveness of supervision in scheduling the work, organizing construction operations and providing quality control. _____
- B. Negotiation of contract modifications, project recordkeeping and project documentation. _____
- C. Working relationship with department personnel responsible for administration of the contract requirements and inspection of the work. _____

SECTION 1 TOTAL:

SECTION 1 AVERAGE:

SECTION 2
WORK PERFORMANCE

- A. Prosecution of the work. _____
- B. Work effort and product quality control. _____
- C. Scheduling and controlling of construction activities to minimize the impact on traffic through the construction zone, access to adjacent property and protection of the general public. _____
- D. Sufficiency of appropriate equipment to prevent downtime and safe production of a quality product. _____
- E. Compliance with E.E.O., labor, training and on-site safety. _____
- F. Interface with utility companies in adjusting, relocating or installing facilities concurrent with construction. _____
- G. Final completion of the project. _____

SECTION 2 TOTAL:

SECTION 2 AVERAGE:

PART E
FMB:018 - CONSTRUCTION CONTRACT
CONTRACTOR PERFORMANCE EVALUATION
(2 of 2 Pages)

RATING SCALE

RANGE	RATING	DESCRIPTION
0 - 1	Completely Insufficient	Uncorrected or uncorrectable problems
2 - 3	Poor	Problems and errors resulting in excessive effort, delay or actual damages to Town or others; some effort made to remedy problems with active participation by Town
4 - 5	Below Expectations	Minor but consistent problems usually corrected after identification
6 - 7	Acceptable	May encounter rare problems which are quickly remedied
8 - 9	Above Expectations	Consistently problem-free, complete and of high quality
10	Outstanding	Excellent performance with service often above that specifically defined

PROJECT MANAGER'S REMARKS SUPPORTING GRADES

(Attach Additional Remarks)

Submitted _____
Project Manager Date

CONTRACTOR'S COMMENTS

(Attach Additional Remarks)

Submitted _____
Contractor Signature Date

Approved _____
Department/Division Director Date

PART F SPECIAL PROVISIONS

1.0 TIME OF OPERATIONS

The CONTRACTOR is allowed to conduct operations during the hours of 7 a.m. to 5 p.m., Monday through Fridays, between 8 a.m. to 5 p.m. Saturdays only, no work shall be performed on Sundays and Holidays, at CONTRACTOR'S discretion, provided that CONTRACTOR complies with all applicable labor laws.

2.0 TRANSPORTATION FACILITIES

The CONTRACTOR shall make his own investigation of available roads, waterways, or other means of conveyance for transportation, bridge load limits, roads, and other road or waterside conditions affecting the transportation of all Materials and Equipment to and from the site.

3.0 WATER AND SEWER

The responsibility shall be upon the CONTRACTOR to provide and maintain, at his own expense, an adequate supply of water for his use for construction, and to install and maintain necessary supply connections and piping for same, and necessary portable sanitary facilities but only at such locations and in such manner as may be approved by the OWNER. In the event water is made available by the OWNER, the CONTRACTOR shall, at his own expense, install a meter to determine the amount of water used by him and such water will be paid for by, or charged to, the CONTRACTOR at prevailing rates. Before final acceptance, temporary connection and piping installed by the CONTRACTOR shall be removed in a manner satisfactory to the OWNER.

4.0 ELECTRICITY

All electric current required by the CONTRACTOR shall be furnished at his own expense. All temporary lines will be furnished, installed, connected, and maintained by the CONTRACTOR in a workmanlike manner satisfactory to the OWNER and shall be removed by the CONTRACTOR in like manner at his expense prior to completion of the construction.

5.0 SUFFICIENT PLANT AND EQUIPMENT

The CONTRACTOR agrees to keep on the job sufficient Plant and Equipment to meet the requirements of the Work. The Plant and Equipment shall be in satisfactory operating condition and capable of safely and efficiently performing the Work as set forth in the specifications and the Plant shall be subject to access by the OWNER at all times. The Plant and Equipment to be utilized by the CONTRACTOR shall be submitted by the CONTRACTOR with their Bid. The Plant listed on the Plant and Equipment Schedule is the minimum which the CONTRACTOR agrees to place on the job unless otherwise determined by the OWNER and its listing thereon is not to be construed as an agreement on the part of

the OWNER that it is adequate for the performance of the Work. No reduction in the capacity of the Plant employed on the Work shall be made except by written permission of the OWNER. The measure of the "Capacity of the Plant", shall be its actual performance on the Work to which these specifications apply.

6.0 LAYOUT OF WORK

The CONTRACTOR shall be responsible for all layout and measurements that may be required for the execution of the Work to the location and limit marks prescribed in the Technical Specifications or on the Contract Plans, subject to such modifications as the OWNER may require to meet changed conditions or as a result of necessary modifications to the Contract Work.

The CONTRACTOR shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required to maintain the layout of the Work from the Contract Plans. It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes and other marks established by the OWNER until authorized to remove them, and if such marks are destroyed by the CONTRACTOR or through his negligence, prior to their authorized removal, they may be replaced by the OWNER, at their discretion, and the expense of replacement and re-staking will be deducted from any amounts due or to become due the CONTRACTOR. The OWNER may require that Work be suspended at any time when the location and limit marks established by the CONTRACTOR are not reasonably adequate to permit checking of the Work.

7.0 RECORD DRAWINGS

During the course of the Work, the CONTRACTOR shall record all information required to complete a set of as-built Record Drawings. Actual dimensions and elevations shall be recorded by red-line process on one set of the Contract Plans during the course of the Work. If field changes are made to modify the Work in any way, such field changes shall be documented on the Record Drawings by dimension, detail and date. This set shall be kept at the Work area at all time and be available for review by OWNER and OWNER'S REPRESENTATIVE. Prior to Substantial Completion, the CONTRACTOR shall prepare and submit three (3) copies of final Record Drawings to the OWNER, along with a certification as to the accuracy and completeness of the Record Drawings. Prior to final payment, the Record Drawings shall be revised by the CONTRACTOR to reflect any changes which have occurred since the submittal for Substantial Completion.

8.0 VARIATIONS IN ESTIMATED QUANTITIES

Where the quantity of a pay item in this Contract is an estimated quantity, and where the actual quantity of material placed by CONTRACTOR varies by more than twenty-five percent (25%) for each separate Bid Item, whether due to site conditions in the Work area as determined by a pre-construction survey, or at the discretion of OWNER, as set forth in the Contract Documents, an equitable adjustment in the Contract unit price may be made upon demand of either party.

The equitable adjustment will be applied based upon increase or decrease in costs due solely to the variations above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity individually for each segment of Work.

9.0 CONTRACTOR'S RESPONSIBILITY AND DAILY REPORTS

The CONTRACTOR'S resident superintendent, in addition to his responsibilities as set forth in the General Provisions, shall provide to the OWNER, on a daily basis, "Daily Construction" and "Turbidity" Quality Control Reports. These reports shall be completed and submitted to the Owner by 1:00 p.m. on the day after the Work covered by the report.

In the event that the environmental monitoring reveals a violation of standards set forth in the Permit conditions and Contract Documents, the CONTRACTOR shall describe the violation in the daily report in the usual manner and notify the OWNER immediately upon detection of the violation.

The CONTRACTOR has the sole responsibility for quality control and shall provide and maintain such an effective program. The CONTRACTOR shall have qualified personnel to provide and maintain control for continual dredging operations. The CONTRACTOR shall be solely responsible for providing survey equipment for layout of the Work. The CONTRACTOR shall establish and implement a quality control program to inspect and test the CONTRACTOR'S and any SUBCONTRACTOR'S equipment used in completing the Work.

The CONTRACTOR shall attend routine construction meetings with the OWNER and OWNER'S REPRESENTATIVE to be held at the Work area.

The CONTRACTOR shall furnish to the OWNER within five (5) calendar days after receiving the "Notice to Proceed" a quality control plan outlining the procedures, instructions and reports that will be used. This document shall include, at a minimum, the following:

- (a) Structure of the quality control organization.
- (b) Number and qualifications of the responsible personnel.
- (c) Methods and documentation to assure quality control.
- (d) Health and Safety Plan and daily inspection procedures.
- (e) Copy of daily quality control report forms and inspection documents that will be submitted to the Owner daily.
- (f) Storm Emergency Plan

No Work shall commence until the CONTRACTOR'S quality control program is approved by the OWNER. If, during the Work process the quality control system is deemed by the

OWNER to be inadequate, the OWNER may require corrective actions to rectify said deficiencies. The CONTRACTOR'S quality control program shall be part of control supervision as field overhead costs and shall not be allowed to be submitted for separate payment.

The OWNER may have a representative on site at different times to observe operations of CONTRACTOR. The presence of the OWNER or his designated representative shall not relieve the CONTRACTOR of responsibility for the proper execution of the Work in accordance with the specifications or permits applicable to the Work.

10.0 HEALTH AND SAFETY PLAN

The CONTRACTOR shall develop and maintain a written Health and Safety Plan which allows the Work to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property. This includes maintaining compliance with the Code of Federal Regulations, Title 29, Occupational Safety and Health Administration, all applicable Health and Safety Provisions of the State of Florida, and all applicable Health and Safety Provisions of EM 385-1-1 (2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual.

The CONTRACTOR shall conduct a daily inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on Daily Reports and kept at the Work Area at all times. The OWNER and OWNER'S REPRESENTATIVE are not responsible for the adequacy of the CONTRACTOR'S Health and Safety Plan.

11.0 PERMITS

The CONTRACTOR is responsible for applying for and receiving other local permits that may be required or necessary for all Work on the project. By execution of the Agreement, the CONTRACTOR acknowledges receipt of the Permits, accepting full responsibility for compliance with these Permits and all stipulations attached, for all Work. The CONTRACTOR shall keep at the Work Area all of the Permits or copies thereof, complete with all conditions, attachments, Contract Plans and Specifications, modifications, and time extensions.

The CONTRACTOR shall immediately notify the OWNER in writing of any observed non-compliance with the aforementioned Federal, State or local laws or regulations. The CONTRACTOR shall, after such notice, immediately inform the OWNER of proposed corrective action and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may notify appropriate Permit agencies and issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR. Any costs incurred by the OWNER as a result of such actions may be deducted from the Contract amount due the CONTRACTOR.

The CONTRACTOR, by accepting this Permit, specifically agrees to allow authorized agency personnel with proper identification and at reasonable times, access to the Work Area for the purpose of ascertaining compliance with the terms of the Permits and to have access to copies of any records that must be kept under conditions of the Permits; to inspect the facility, Equipment, practices, or operations regulated or required under the Permits; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with the Permits. Reasonable time may depend on the nature of the concern being investigated.

12.0 SITE CONDITIONS

12.1 Differing Site Conditions

(a) The CONTRACTOR shall within 24 hours of discovery, and before the conditions are disturbed, give written notice to the OWNER and OWNER'S REPRESENTATIVE of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this CONTRACT, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT.

(b) The OWNER and OWNER'S REPRESENTATIVE shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performing any part of the WORK under this CONTRACT, whether or not changed as a result of the conditions, an equitable adjustment of CONTRACT price or CONTRACT time or both may be made under this clause and the CONTRACT modified in writing accordingly. Under no circumstances, however, shall an adjustment in CONTRACT price be made for delay caused by materially differing or unknown site conditions.

(c) No request by the CONTRACTOR for an equitable adjustment to the CONTRACT under this clause shall be allowed, unless the CONTRACTOR has given the written notice required.

(d) No request by the CONTRACTOR for an equitable adjustment to the CONTRACT for differing site conditions shall be allowed if made after final payment under this CONTRACT.

12.2 Subsurface and Physical Conditions

No reports of explorations or tests of subsurface conditions at or adjacent to the site, or drawings of physical conditions relating to existing surface or subsurface structures at the site, are known to OWNER. Should differing subsurface or physical condition be encountered, the CONTRACTOR will move to an alternate Work area within the limits of the Project to continue the Work. This discovery does not allow the CONTRACTOR to suspend Work or may not justify an extension of Contract Time. The CONTRACTOR is required to pursue the Work in a continuous manner and is advised of the Contract Time within the Contract documents.

12.3 Hazardous Environmental Conditions

No reports or drawings related to Hazardous Environmental Conditions at the site are known to OWNER.

13.0 PHYSICAL DATA

13.1 Location

The project site is located on the West Coast of Florida in the Town of Fort Myers Beach, Lee County. **The Work address is 2731 Oak Street, Fort Myers Beach, FL, 33931.** The climate of the area is essentially subtropical. Temperatures below freezing are rare. The wet season in the project area is from May through October. The hurricane season is from June through November. Water levels in the project area are mainly affected by tidal fluctuations. The project area is also subject to storm surges from hurricanes, tropical storms, and extra tropical storms.

14.0 OWNER AND OWNER'S REPRESENTATIVE'S APPROVAL OF WORK

By approving any payment, the OWNER and OWNER'S REPRESENTATIVE shall not thereby be deemed to have represented that they made exhaustive or continuous on-site inspection to check the quality or the quantity of the Work, or that they have reviewed the means, methods and techniques, sequences, and procedures of construction, or that they have made any examination to ascertain how or for what purpose the CONTRACTOR has used the money paid or to be paid to them on account of the Agreement price. The OWNER and OWNER'S REPRESENTATIVE may have a representative on site at different times to observe operations of CONTRACTOR. The presence of the OWNER and OWNER'S REPRESENTATIVE shall not relieve the CONTRACTOR of responsibility for the proper execution of the Work in accordance with the specifications or permits applicable to the Work. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of OWNER shall be final and binding on all parties.

15.0 HISTORIC AND ARCHEOLOGICAL RESOURCES

If, during the construction work, there are archeological/cultural materials unearthed (which shall include but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tool or metal implements, dugout canoes, arrow heads, or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the CONTRACTOR shall immediately stop all Work in the vicinity and notify the State Archaeologist, USACE Regulatory Project Manager in Fort Myers, FDEP ERP Compliance Officer in Fort Myers, and OWNER to assess the significance of the discovery and devise appropriate actions, including salvage operations. If human remains are identified, they will be treated in accordance with Section 872, F.S. All Work in the vicinity shall immediately cease, the CONTRACTOR shall notify the State Archaeologist, USACE Regulatory Project Manager in Fort Myers, FDEP ERP Compliance Officer in Fort Myers, and OWNER immediately and stop Work until directed to restart. The Work shall not resume without verbal and/or written authorization from the State Archaeologist or the USACE.

16.0 PRIVATE PROPERTY

The CONTRACTOR shall not occupy private land outside of any easements or rights of way unless the CONTRACTOR obtains expressed consent by the property OWNER. In the event that the CONTRACTOR uses private property for any purpose without first having

obtained the necessary approvals from the property owner or provided the necessary agreement(s) to the OWNER, the OWNER will direct the CONTRACTOR in writing to immediately cease using such property. The OWNER reserves the right to require that any agreement between the CONTRACTOR and the property OWNER for the use of private lands be furnished in writing.

At a minimum, the written agreement should contain the lot legal description and street address and the names, addresses, and telephone numbers for both the legal lot owner and the CONTRACTOR. The written agreement must also provide times for completion, erosion control measures, and how the CONTRACTOR will completely restore to the OWNER'S satisfaction and how the owner will approve of the Work. This written agreement shall be submitted to and approved by the OWNER prior to construction.

The CONTRACTOR shall restore all damages to surface and underground facilities resulting from its construction operations to a condition equal to, or better than, the original condition. Prior to application for final payment, the CONTRACTOR shall provide documentation from the property owner of each piece of private property that was utilized by the CONTRACTOR, stating that each property owner is satisfied with the manner in which the CONTRACTOR has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the OWNER.

17.0 NOTIFICATIONS

It shall be the responsibility of the CONTRACTOR to acquaint itself with the exact location of existing underground structures and utilities and to avoid conflict with all existing facilities. The CONTRACTOR shall be responsible for notifying, in writing and in advance of construction activities, all government and private agencies and entities that may have an area of responsibility, jurisdiction or involvement for any items of Work being constructed, or whom shall assume responsibility for the items after construction. Any expense of utility repair or other damage due to CONTRACTOR'S operations shall be borne by the CONTRACTOR. Protection of all utilities shall be the responsibility of the CONTRACTOR who shall provide adequate protection to maintain proper service. The CONTRACTOR is to include within its line item bid prices, the costs to protect, and/or support, all underground utilities which may be in conflict with the construction of this project. Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute 240. This act provides for a "One Call Toll Free" telephone number to be used by the CONTRACTOR doing the excavation, demolition or other underground construction.

18.0 DAMAGE TO EXISTING FACILITIES

Where existing facilities are damaged, they shall be immediately repaired in conformance with the best standard practice, or according to the specifications of the OWNER of the utility or structure. If the OWNER elects to make such repairs with their own forces, the CONTRACTOR shall make sure that specific arrangements are made to protect the OWNER from all damages. Where such conflicts are unavoidable, every effort shall be made to construct the Work so as to cause as little interference as possible with the services

rendered by the utility or structure disturbed.

19.0 POLLUTION CONTROL

The CONTRACTOR shall control and conduct such operations and institute maintenance procedures to eliminate pollution of adjacent waters caused by either material runoff or discharges of any kind from the Work area. No off-site discharge is allowed. The CONTRACTOR shall use best management practices, at his expense. The CONTRACTOR shall comply with the provisions of Chapters 253 and 403, Florida Statutes, regarding control of air and water pollution and with all rules and regulations of the Department of Environmental Protection. If non-compliance with the aforementioned Federal, State or Local laws or regulations occurs, the CONTRACTOR shall immediately inform the OWNER'S REPRESENTATIVE of proposed corrective action and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the OWNER, through the OWNER'S REPRESENTATIVE, may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR.

20.0 ACCESS TO THE WORK

The CONTRACTOR shall provide access for the OWNER and their representative's access to the Work for the purpose of observing construction activities and environmental monitoring tests. The CONTRACTOR shall furnish the use of their Plant and Equipment as may be reasonably necessary in observing the Work. Should the CONTRACTOR refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the OWNER, and the cost thereof will be deducted from any amounts due or to become due the CONTRACTOR.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the County with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The County and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The County shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/County/permittee/engineering consultant.** The County's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the County's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The County shall provide access to any location or facility on which County is performing work, or storing or staging equipment, materials or documents.
- ii. The County shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The County shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																
		DBE?	Y	N																	
		MBE?	Y	N																	
		WBE?	Y	N																	
		SDB 8A?	Y	N																	
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT																
					PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
ETHNICITY	CODE																				
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Native American	NA																				
Subcont. Asian American	SAA																				
Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY COLLIER COUNTY																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:					DATE																

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

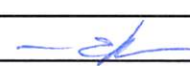
Date

TOWN OF FORT MYERS BEACH
EMERGENCY PREPARATIONS FOR TEMP RELOCATION
TOWN BID TABULATION

ITB-23-05-AD

Proposing Firm	Total Base Bid Amount	Official Bid Form, pg. D-2, insert firm name at the bottom of the page	Signed copy of each addendum, if any. (3)	Official Bid Form, pg. D-3 through D-8	Official Bid Forms	Bid Bond / Cashier's Check/Certified Check	Contractor's Qualification Questionnaire	DBE Participation Form
PERSON'S SERVICES, CORP	997136.92	✓	✓	✓	✓	✓	✓	
C.E.GLEESON CONSTRUCT.	996596.00	✓	✓	✓	✓	✓	✓	✓
DEC CONTRACTING GROUP	2406716.00	✓	✓	✓	✓	✓	✓	✓
FMB BUILDERS	985860.00	✓		✓	✓	✓	✓	

Staff Present:

Yashica Rao
EVA SPYCHALSKI - 

Public Entities Crime Form	Non- Collusion Affidavit	Trench Safety Affidavit	Material Manufacturer List	List of Sub Contractors	Immigration Laws Affidavit	All required documents submitted (1 original and 1 PDF on disc or flashdrive)	Bid properly sealed in an envelope and marked "Sealed Bid", bidders name; project name; solicitation number; date and time of opening
✓	✓	ES ES	✓	✓	✓		✓
✓	✓	✓	✓	✓	✓		✓
✓	✓	✓	✓	✓	✓		✓
✓	✓	✓	✓	✓	✓		✓

PART D
FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR

EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATIONS
ITB-23-05-AD

Bids are to be submitted by

WEDNESDAY, NOVEMBER 23, 2022 @ 11:00 A.M. LOCAL TIME

Bids to be uploaded to DemandStar.com

**EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION; ITB-23-5-AD; NOVEMBER
23, 2022, 11:00 A.M. LOCAL TIME"**

BID OPENING:

LOCATION: 2545 Estero Blvd., Fort Myers Beach, FL 33931

WEDNESDAY, NOVEMBER 23, 2022, @ 11:00 A.M. LOCAL TIME

**TOWN COUNCIL FORT MYERS BEACH
LEE COUNTY, FLORIDA**

BIDDER: FMB Builders Inc
(Individual or Firm Name)

PART D
FMB:003 - OFFICIAL BID FORM
(2 of 5 Pages)

WEDNESDAY

NOVEMBER 23, 2022

11:00 A.M. LOCAL TIME
(TIME)

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

1. ATTENTION: BIDS WILL ONLY BE CONSIDERED FROM THOSE BIDDERS WHO HAVE OBTAINED THESE CONTRACT DOCUMENTS DIRECTLY FROM THE TOWN
2. The Undersigned, hereinafter called "BIDDER", having visited the site of the proposed project and having become familiar with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and having fulfilled their requirements as well as the Bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

Emergency Preparations for Temporary Location
ITB-23-05-AD

in full accordance with the drawings and specifications prepared in accordance with the Town's Advertisement for Bids, Instruction to Bidders, Construction Contract and all other documents related thereto on file with Town of Fort Myers Beach, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

**SCHEDULE OF VALUES
TOWN OF FORT MYERS BEACH
BAY OAKS RECREATIONAL CAMPUS
EMERGENCY PREPARATIONS FOR TEMPORARY LOCATION**

ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Remove and replace Fire alarm system to be returned to pre-hurricane status				65,000 ⁰⁰
2	Sprinkler system certified to code and returned to pre-hurricane status				23,500 ⁰⁰
3	Remove and replace All drop ceiling				22,100 ⁰⁰
4	Remove and replace All drop ceiling tiles				
5	Remove and replace All drop ceiling grid				
6	Remove and replace kitchen cabinets to same quality as pre-hurricane status				4,500 ⁰⁰
7	Remove and replace maintenance cabinets to same quality as pre-hurricane status				2,000 ⁰⁰
8	Remove and replace storage-area cabinets to same quality as pre-hurricane status				3,500 ⁰⁰
9	Remove and replace all electrical to height of 8' from ground level to return to pre-hurricane status				35,500 ⁰⁰
10	Remove and replace all wood and framing returning it to original on weight room around windows and doors				6,150 ⁰⁰
11	Remove and replace all interior/exterior doors to pre-hurricane status				52,500 ⁰⁰
12	Repair all soffits while adding 6" insulation above all				3500 ⁰⁰
13	Replace fascia and soffits on lower portions of south and southeast corners of the structure				15,200 ⁰⁰
14	Remove and replace security system to pre-hurricane status. Contractor shall work with Legacy Fire and Technologies. POC is Robert Royster (239-241-1171)				35,000 ⁰⁰
15	Paint all interior walls 90" in height from floor				5,000 ⁰⁰
16	Prep/paint all I-beam steel structural members around exterior to a height of 4' above ground level				0
17	Remove all tree and trash within 75' perimeter of building exterior				0
18	Push back any debris piles to allow room for parking and add temporary fencing to separate debris piles from parking area				10,000 ⁰⁰
19	Remove and replace all bathroom partitions				10,900 ⁰⁰
20	Remove and replace lift station controls				7350 ⁰⁰
21	Repair any damage to metal roofing preventing leaks				10 ⁰⁰
22	Remove and replace overhead roll up doors with hardware (2) 10'x12'				15,550 ⁰⁰
23	Mold/mildew remediation throughout the entire structure				0
24	All HVAC systems to be replaced				28,800 ⁰⁰
					0

25	Replace sheetrock ceiling in women's bathroom of main entry				16,150	00
26	Replace roll up window in kitchen area				2,250	00
27	Replace water heaters in building				3,100	00
28	Replace water fountains in building				5,250	00
29	Remove and replace all diamond plate wainscoting in weight room area				7,500	00
	Rock Parking Area				5,350	00

Total Bid Amount (Written): 985,860.00

3. The BIDDER hereby agrees that:

- (a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the bidder has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.
- (b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the TOWN in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Construction Bond shall be in the amount of one hundred percent (100%) of the accepted bid amount. The BIDDER shall, at the time the Contract is executed, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of breach of any of the agreements of this proposal, the bid security shall be forfeited.

PART D
FMB:003 - OFFICIAL BID FORM
(4 of 5 Pages)

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. _____ Dated: _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated _____

5. If awarded this construction contract, the BIDDER agrees to complete the work covered by this contract as follows:

- (a) Substantially complete in 90 consecutive calendar days from date of Official Notice to Proceed.
- (b) Final completion in 90 consecutive calendar days from the date of Official Notice to Proceed.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the TOWN, also that no head of any department or employee therein, or any officer of Fort Myers Beach, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the TOWN or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

PART D
FMB:003 - OFFICIAL BID FORM
(5 of 5 Pages)

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this document. The BIDDER further agrees to hold harmless, defend and indemnify the TOWN and its agents for any losses, including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

Eric Kudritzki
(Name of License Holder)

C BC-1263204
FL
(State
Certificate
No.)

#2103078 Lee County
Business Tax Receipt No. (Specify jurisdiction)

FL
(State
Registration
No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this
7/December day of December, 2022

Hleana DelValle
By: Printed

[Signature]
By: Signature

TITLE:
DelValle Service Inc

Company Name

16191 San Carlos Blvd

Mailing Address

Fort Myers FL 33901

City, State, and Zip

Hleana DelValle

Contact Person

FMB Builders Inc@gmail.com

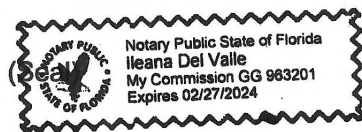
E-mail / Contact Person

239-876-0392

Telephone Number

Fax Number

ATTEST: Hleana DelValle
Secretary



KNOW ALL MEN BY THESE PRESENTS, that we

(BIDDER'S Name) as Principal, and

FMB Builders Inc a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto TOWN OF FORT MYERS BEACH TOWN COUNCIL, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
in the SUM OF \$ _____

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 7 day of Dec., 2022

WHEREAS, said Principal is herewith submitting a Bid Proposal for the construction of:

Emergency Preparation for Temporary Relocation

ITB-23-05-AD

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Construction Bond from a Surety acceptable to the TOWN and provide other Insurance as may be required to the TOWN within such time period as the TOWN may allow, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said TOWN in money the difference between the amount of the Bid of said Principal and the amount for which said TOWN may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said TOWN if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal

(SEAL)

By: Witness Signature

Principal

Witness as to Surety

(SEAL)

By: Witness Signature

Surety's Name

By: As-Attorney-in-Fact, Surety

Affix Corporate Seals and attach proper Power of Attorney for Surety.

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(1 of 7 Pages)

THIS FORM MUST BE ON FILE WITH TOWN OF FORT MYERS BEACH, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931, AND BE CURRENT WITHIN TWELVE (12) CALENDAR MONTHS OR COMPLETED AND SUBMITTED WITH THIS BID PACKAGE. ANY CHANGES WHICH AFFECT THE ORGANIZATIONAL STRUCTURE, QUALIFICATIONS OR LICENSES SHALL BE REPORTED IMMEDIATELY TO THE TOWN. FAILURE TO UPDATE CHANGES WHICH MAY AFFECT THE CONTRACTOR RESPONSIBILITY MAY BE GROUNDS FOR THE CONTRACTOR TO BE DECLARED NOT A RESPONSIBLE CONTRACTOR FOR THIS BID OR FUTURE BIDS WITH TOWN OF FORT MYERS BEACH.

Submitted By: Eric Kudritzki

☒ CORPORATION - Date of Incorporation: 1/13/20 State of Florida
Incorporation: _____

If Out of State Corporation, currently authorized to do business in Florida,
give date of such authorization: _____

☐ PARTNERSHIP - Date of Organization: _____ Nature of Partnership: General ☐
Limited ☐
Association ☐

☐ INDIVIDUAL - Name and Address of Owner _____

☐ JOINT VENTURE - Between _____
Name Title
And _____
Name Title
Date of Agreement _____

☐ OTHER - Explain _____

Parent Company Office Address (if any):

1691 San Carlos Blvd #4
Principal Office Address: _____

Name of Project (if applicable): _____

Person to Contact: Scot McGuire 239-292-2461

Title: VP Telephone No.: _____

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(2 of 7 Pages)

Type of Work (file separate form FMB:004 for each classification of work):

The signee of this questionnaire guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by the Town of Fort Myers Beach deemed necessary by the Town to verify the statements made in this application or regarding the standing and general reputation of the Bidder.

1. How many years has your organization been in business as a 2 Contractor under your present name?

FMB Builders Inc

2. Under what other or former names has your organization operated?

3. List below your organizations Officers, Owners or Partners:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION
Eric Kudritzki	President	16191 San Carlos	1/13/2
Scott McGuire	V P	16191 San Carlos	1/13/2

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(3 of 7 Pages)

4. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable:

JURISDICTION	TRADE	STATE CERT. NO.	TOWN'S COMP. NO.	STATE REG. NO.	TOWN'S OCC. LIC. NO.	STATE PERMIT	EXPIRE DATE
Florida	Contractor	CBC 1263204					8/31/22

5. List jurisdictions in which your organization's partnership or trade name is filed:

6. If the answer to any of the questions below is YES, please attach details. Reference sheets to question number.

6.1 Has your organization ever failed to complete any work awarded to it?

YES ☐

NO ☒

See Sheet No. _____

6.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

YES ☐

NO ☒

See Sheet No. _____

6.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five (5) years?

YES ☐

NO ☒

See Sheet No. _____

7. Has any Officer or Partner of your organization ever failed to complete a construction contract handled in his own name or as a qualifier for another?

YES ☐

NO ☒

If so, state the name of the individual, name of owner, when, where, and the reason therefore:

8. Has any Officer or Partner of your organization ever been as Officer or Partner of some other organization that failed to complete a construction project?

YES ☐

NO ☒

If so, state the name of the individual, other organization, when, where and the reason therefore:

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(4 of 7 Pages)

9. Has your organization ever been refused registration by a Federal, State or Municipal Agency as a Pre-qualified Bidder or Qualified Bidder for construction contracts? YES ☐ NO ☒
- If so, for what type of work? _____
- Give details and reason: _____
10. Give below any information which would indicate the size and capacity of your organization, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing and engineering, field supervision, field engineering and layout:
- _____
(use extension sheet if necessary and reference sheet number herein: _____)
11. Attach resumes of key personnel, including superintendents for field management. The resumes shall include the following information:
- 11.1 Name and present position or capacity
 - 11.2 Years of construction experience, type of work, position or capacity and cost range
 - 11.3 Years of related construction experience, type of work, position or capacity and cost range
 - 11.4 Brief education and professional registrations
12. List of type of work normally provided by your own work forces:
- 10 Full Time
13. Indicate type of contracting undertaken by your organization and number of years experience:
- As General Contractor 2 Years _____ Type _____
- As Sub-Contractor _____ Years _____ Type _____
14. Attach the prime construction contracts your organization has underway on this date _____.
The list shall include the following information: (reference sheet numbers herein:_____)
- 14.1 Project Title and Location
 - 14.2 Contractor or Sub-Contractor
 - 14.3 Contract Amount and Date of Contract
 - 14.4 Percent of Project Constructed by Sub-Contractors
 - 14.5 Percent Complete
 - 14.5 Project Manager or Superintendent
 - 14.6 Required Completion Date
 - 14.7 Name, Address and Telephone Number of Owner
 - 14.8 Designing Architect/Engineer and Address

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(5 of 7 Pages)

15. Attach a list of the no fewer than five (5) similar prime contracts, completed in the past five (5) years by your organization.
The list shall include the following information: (reference sheet numbers herein: _____)
- 15.1 Project Title, Location, and Brief Description of Work Performed
 - 15.2 Contractor or Sub-Contractor
 - 15.3 Contract Amount and Date of Contract
 - 15.4 Percent of Project Constructed by Sub-Contractors
 - 15.5 Date Complete
 - 15.6 Project Manager or Superintendent
 - 15.7 Required Completion Date
 - 15.8 **Name, Address and Telephone Number of Owner**
 - 15.9 Designing Architect/Engineer and Address
16. Attach any construction contracts your organization has contracted with Town of Fort Myers Beach that are either underway or completed.
The list shall include the following information: (reference sheet numbers herein: _____)
- 16.1 Project Title and Location
 - 16.2 Contractor or Sub-Contractor
 - 16.3 Original Contract Amount and Date
 - 16.4 Final Contract Amount
 - 16.5 Percent of Project Constructed by Sub-Contractors
 - 16.6 Project Manager or Superintendent
 - 16.7 Required Completion Date
 - 16.8 **Name, Address and Telephone Number of Owner**
 - 16.9 Town Sponsoring Department

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(7 of 7 Pages)

20. What is the largest contract (dollar cost) ever performed by your organization?

1.4 Million

21. What is the dollar value of the largest project you consider your organization is qualified to undertake?

20 Million

Dated at 7/22 this 7 Dec day of December 2012

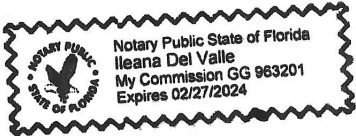
FMB Builders
Name of Organization

BY: Eric Kudritzki
President
Title of Person Signing

(if Corporation Affix Corporate Seal)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 7 day of December,
20 12, by means of (☒) physical presence or () online notarization, personally appeared _____
Eric Kudritzki as _____ of _____,
(☒) who personally known to me of () who has produced _____ as identification.



Ileana Del Valle
NOTARY PUBLIC – State of Florida

My commission expires:

PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
(1 of 2 Pages)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of public entity)
by Eric Kudritzki
(Print individual's name and title)
for FMB Builder Inc
(Print name of entity submitting sworn statement)
whose business address is 16191 San Carlos Blvd
Fort Myers FL 33901

and (if applicable) its Federal Employer Identification Number (FEIN) is 32-0647888
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:
____ - ____ - ____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
(2 of 2 Pages)

- B. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Eric L. Hudrigh
(Signature)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 7 day of Dec, 2022, by means of (☒) physical presence or () online notarization, personally appeared Eric Krutzki as _____ of FMB Builders Inc

(☒) who personally known to me of () who has produced _____ as identification.



My commission expires

[Signature]
NOTARY PUBLIC – State of Florida

PART D
FMB:021 – NON-COLLUSION AFFIDAVIT

State of FL)

County of Lee)

FMB Builders Inc being first duly sworn, deposes and says that:

- 1) He/she is the Eric Kudritzki, (Owner, Partner, Officer, Representative or Agent) of FMB Builders Inc, the Bidder that has submitted the attached Bid;
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: Eric L Kudritzki
Eric Kudritzki
(Printed Name)

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 7 day of Dec, 2022, by means of (☒) physical presence or () online notarization, personally appeared Eric Kudritzki as of FMB Builders Inc

(☒) who personally known to me of () who has produced _____ as identification.



[Signature]
NOTARY PUBLIC – State of Florida

PART D
FMB:022 – TRENCH SAFETY AFFIDAVIT
(When Applicable)

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item: N/A (Description)

(Cost written in words)

TOTAL \$ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: FMB Builders Inc

DATE: 12/7/22

BY: Eric L Kudritzki
(Signature)

Eric Kudritzki
(Print Name)

PART D
FMB:023 – MATERIALS MANUFACTURERS LIST

The Bidder is required to state below, material manufacturers it proposes to utilize on this project. No change will be allowed after submittal of Bid. If substitute material proposed and listed below is not approved by TOWN, Bidder shall furnish the manufacturer named in the TOWN'S specification. Acceptance of this Bid does not constitute acceptance of material proposed on this list.

THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED MANUFACTURER FOR

The bidder lists the following manufacturers of the major equipment (LIST)

<u>MATERIAL</u>	<u>MANUFACTURER</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Signed

Eric L Kudritzki

Name of Bidder

Eric Kudritzki

PART D
FMB:024 - LIST OF SUB-CONTRACTORS

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the TOWN. The undersigned further acknowledges its responsibility for ensuring that the subcontractors listed herein meet all legal requirements applicable to and necessitated by this Agreement, including, but not limited to proper licenses, qualifications, certifications, registrations and insurance coverage. The TOWN reserves the right to disqualify any bidder who includes non-compliant or non-qualified subcontractors in his/her bid offer. Further, the TOWN may direct the bidder/contractor to remove/replace any subcontractor that is found to be non-compliant with this requirement subsequent to award of the contract at no additional cost to the TOWN. THIS LIST MUST BE COMPLETED OR BID WILL BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED SUBCONTRACTOR FOR:

The bidder identifies the following firm as the proposed installation subcontractor of the:

Name of Firm: _____

Address and Phone: _____

Contact Person: _____

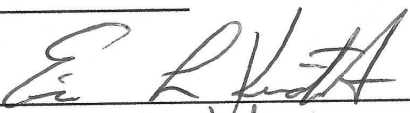
	<u>Other Subcontractor and Address</u>	<u>Specialty</u>
1.	_____	_____

2.	_____	_____

3.	_____	_____

Signed

Name of Bidder



FMB Builders Inc

PART D
FMB:100 – CERTIFICATION IMMIGRATION LAWS AFFIDAVIT

BID NO: ITB-23-05-AD

EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY TOWN OF FORT MYERS BEACH.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: FMB Builders Inc

Eric Kudatzki President 12/7/22
(Signature) (Title) (Date)

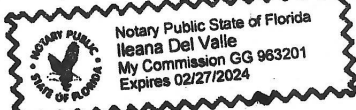
STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 7 day of Dec, 2022
_____, by means

of ☒ physical presence or () online notarization, personally appeared Eric Kudatzki
_____ as

_____ of FMB Builders Inc

☒ who personally known to me or () who has produced _____ as identification.



My commission expires:

Ileana Del Valle
NOTARY PUBLIC – State of Florida

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME**

PART E

FMB:006 - CONSTRUCTION CONTRACT AGREEMENT FORM
(1 of 9 Pages)

CONSTRUCTION CONTRACT AGREEMENT

Contract No. _____

Council Award Date: _____

AGREEMENT

THIS CONTRACT is made this 7 day of December by and between the
TOWN OF FORT MYERS BEACH, FLORIDA, hereinafter called "TOWN," and
Eric Kudritzki, a corporation, hereinafter called "CONTRACTOR."

WITNESSETH: For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall commence and complete all work for Emergency Preparations for Temporary Relocation, ITB-23-05-AD in accordance with the Contract Documents. CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents. A Scope of Services is attached marked Exhibit "A".

ARTICLE 2. CONTRACT SUM

- 2.1. The TOWN shall pay the CONTRACTOR, in current funds, for the performance of the work described in Exhibit "A", subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of:

said amount being the **Total Base Bid Amount** as listed on the CONTRACTOR's Official Bid Proposal Form that was submitted for this project.

ARTICLE 3. PROGRESS PAYMENTS

Based upon applications for payments submitted to TOWN'S Representative by the CONTRACTOR, and Certificates for Payment issued by the TOWN'S representative, the TOWN shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

- 3.1. Not later than ninety (90) calendar days following the approval of an Application for payment, TOWN will make payment to CONTRACTOR in an amount equal to ninety-five percent (95%) of that portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period

1. **Requested Motion:**

Meeting Date: January 9, 2023

Accept the Town Managers recommendation to approve the Selection Advisory Committee's rankings in response to RFP-23-03-UT; "Stormwater Maintenance and Repair", and directing the Town Manager to enter into negotiations with Earthview, LLC, the top ranked respondent. The Selection Advisory Committee's ranking recommendation:

1. Earthview
2. Shenandoah
3. APT

Why the action is necessary:

To repair and make operational again the Town's stormwater system that was damaged by Hurricane Ian.

What the action accomplishes:

Authorizes the Town Manager to enter into negotiations with Earthview, LLC to repair damage caused by Hurricane Ian and make the Town's stormwater system operational again.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Town issued RFP-23-03-UT - Stormwater Maintenance and Repair for work that includes approximately 59 curb inlets, 504 catch basins, 7 junction boxes, 6 skimmer boxes, 95 major outfalls (6" up to 30") and 9.12 miles of drainpipe (48.178 LF) including culverts. Stormwater cleaning will be performed with hydraulically propelled or mechanically operated cleaning equipment. Stormwater pipe joint sealing will be accomplished by the injection of chemical sealing materials into and/ or through the joints from within the pipe, and required television inspection and video recording of all storm drains will be directed by Town staff.

Six (6) companies responded to the RFP and a duly appointed Selection Advisory Committee was convened to evaluate and rank the proposal, and ranked Earthview, LLC first.

Attachments:

1. EARTH VIEW-2022.11.17 - RFP-23-03-UT -BW
2. RFP-23-03-UT Stormwater Maintenance and Repair- final

Financial Impact:

6. **Alternative Action**

Do not approve

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Sarah Lisenko, Administrative Officer

Created/Initiated - 12/27/2022

Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Approved - 12/28/2022
Approved - 1/3/2023
Approved - 1/4/2023
Final Approval - 1/5/2023

NOVEMBER 17, 2022

REQUEST FOR PROPOSAL STORMWATER MAINTENANCE AND REPAIRS

The Town of Fort Myers Beach, FL



RFP Number 23-03-UT

Prepared by Earth View, LLC



ADDRESS

EARTH VIEW, LLC.
3494 Shearwater St.
Naples, FL 34117

CONTACT

Phone **239.434.5200**
Fax **239.435.7202**
amurrell@evllc.com

Yadzia Roa, Contracts Manager
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

NOVEMBER 17, 2022

DEAR MS. ROA AND COMMITTEE MEMBERS,

Earth View, LLC (EV) is pleased to submit this proposal for RFP Number 23-03-UT, *Stormwater Maintenance and Repairs* to the Town of Fort Myers Beach. We have received, reviewed, and understand the requirements of RFP #23-03-UT and are confident in our abilities to perform all work on time, within budget, and at high levels of quality.

Founded in Naples, Florida in 2004, Earth View, LLC (EV) is a leading Horizontal Directional Drilling (HDD) and Subsurface Utility Engineering (SUE) company that provides services in both private and public sectors nationwide. From ground and concrete penetrating radar, vacuum excavation, leak detection, and televising, to large-scale HDD's, Pipe Ramming, Pipe Bursting and Sheet Piling, EV maintains a unique industry position.

EV is equipped with a combination of cleaning trucks, telespection trucks, and a support staff consisting of managers, estimators, experienced operators/ technicians, and full-time, in-house mechanics so that repairs can be made correctly and in a timely manner. It is this combination that ensures project success. The company prioritizes the use of new and advanced technology in both the office and in the field, maintains a large equipment fleet, holds the required licenses and certifications for work under this RFP, and has extensive project experience in the local area. More information on the Firm's Qualifications and Resources is provided throughout this Proposal Package.

UNDERSTANDING OF SCOPE OF WORK

Earth View, LLC is qualified to perform Stormwater Maintenance and Repairs for the Town of Fort Myers Beach. EV's understanding of the scope of work for RFP #23-03-UT is as follows: The town desires to enter into a three (3) year agreement with two (2) additional one (1) year optional extension periods. If selected, EV will furnish all materials, tools, supplies, heavy equipment, vehicles and labor necessary for the maintenance, repair, televising and video recording of all stormwater drains, bearing all costs associated with the project.

The work includes approximately 59 curb inlets, 504 catch basins, 7 junction boxes, 6 skimmer boxes, 95 major outfalls (6" up to 30") and 9.12 miles of drainpipe (48.178 LF) including culverts. Stormwater cleaning will be performed with hydraulically propelled or mechanically operated cleaning equipment. Stormwater pipe joint sealing will be accomplished by the injection of chemical sealing materials into and/ or through the joints from within the pipe, and required television inspection and video recording of all sewer and storm drains will be directed by Town staff. EV staff is prepared to meet with Town staff to discuss Stormwater drain reports and will provide a written report and a DVD outlining all findings, including video recording of all Storm Drains.

AUTHORIZED REPRESENTATIVES

Persons authorized to make representations for or on behalf of Earth View, LLC, and therefore negotiate and execute a contract for the work in this RFP, are as follows:

- Howard J. Murrell, Jr., *Manager*
3494 Shearwater St. Naples, FL 34117
239.434.5200
- Allison B. Murrell, *President*
3494 Shearwater St. Naples, FL 34117
239.434.5200
- Stacey L. Murrell, *Secretary*
3494 Shearwater St. Naples, FL 34117
239.434.5200

EV'S COMMITMENT

Earth View, LLC confidently submits this proposal and ensures that all projects under RFP #23-03-UT will be performed in adherence to all requirements. The company makes a positive commitment to provide its services and highest quality products to the Town of Fort Myers Beach.

Respectfully,

Allison Murrell

Allison Murrell
President

Phone: 239.434.5200

Email: amurrell@evllc.com



Title Page

November 17, 2022

Earth View, LLC
3494 Shearwater St.
Naples, FL 34117

Phone | 239.434.5200

Fax | 239.435.7202

Contact | Allison B. Murrell, *President*

**RFP Number 23-03-UT | Stormwater
Maintenance and Repairs**



TABLE OF CONTENTS

1 Letter of Transmittal (Statement of Qualifications)

2 Title Page

3 Table of Contents

4 Organization Profile and Qualifications

5 Experience

6 Approach to Providing Services

7 Compensation

8 Additional Information

9 Addenda



4 | Organization Profile and Qualifications

EV AT A GLANCE

2004

FIRST YEAR
IN BUSINESS

31

FULL TIME
EMPLOYEES

Full HD

CCTV EQUIPMENT

PIPE DIAMETER SIZES FROM

6" - 60"

CAPABILITIES OF HORIZONTAL
LENGTHS EXCEEDING

7,000 LF

EARTH VIEW, LLC | A NATIONWIDE COMPANY

Founded in Naples, Florida in 2004, Earth View, LLC (EV) is a leading Horizontal Directional Drilling (HDD) and Subsurface Utility Locating company that provides services in both private and public sectors nationwide.

From ground and concrete penetrating radar, vacuum excavation, leak detection, and televising, to large-scale HDD's, Pipe Ramming, Pipe Bursting and Sheet Piling, EV maintains a unique industry position.

Backed by experienced personnel and advanced construction equipment and technology, EV is prepared to complete a wide variety of services including:



Utility Locates



Vacuum Excavation



Camera/ TV Inspection



Horizontal
Directional Drilling



Fusing & Wirelining



Sheet Piling



CONTACT INFORMATION

Allison Murrell
President

Email: amurrell@evllc.com

Office: (239) 434-5200

Randy Gilbert

Town's Primary Point of
Contact Operations Manager

Email: rgilbert@evllc.com

Office: (239) 434-5200



ALL KEY PERSONNEL WILL BE AVAILABLE AND FULLY COMMITTED.

Earth View, LLC prioritizes RFP #23-03-UT, *Stormwater Maintenance and Repairs*.

While the company has a variety of projects in various stages of completion, ample resources will be made available to ensure project success.

Below is the description of the primary individuals responsible for supervising the work, followed by the percentage of time each primary individual is expected to contribute to this work.

NAME/ROLE		KEY QUALIFICATIONS
	RANDY GILBERT Operations Manager	Randy Gilbert serves as the Operations Manager for Earth View, LLC. (EV) where he oversees all daily operations and project estimation/management. Randy will be the primary point of contact for this project and will assist with scheduling the camera and vacuum excavation crews. He has worked extensively with Fort Myers Beach and has built strong relationships with their team. In addition, last year Randy was instrumental in researching and implementing chemical grout services for infrastructure repair and protection.
	ERIC D. BLAIR CCTV & Vacuum Truck Operator	Eric has over 24 years of experience working on Subsurface Utility Engineering (SUE) projects in the local area, including pipe cleaning, pipe televising, pipe repair, and underground excavation. As a CCTV and Vacuum Truck Operator at Earth View, LLC. (EV), Eric is responsible for completing all video inspections, pipe cleaning, and pipe rehabilitation projects. Eric also completes large pipe plugging and dewatering projects, along with testing of sanitary sewer lines and storm systems. Prior to Eric's time at Earth View, he worked as a CCTV and Vacuum Truck Operator in Myrtle Beach, SC, where he averaged close to 2,000 LF of cleaning and 3,000 LF of pipe televising per day. In addition, he completed an annual contract cleaning and inspecting 103 lift stations.
	ANDRES PEREZ Foreman	Andres Perez serves as a Foreman for Earth View, LLC with 3 years of industry experience and safety training. Andres supervises the CCTV and Vacuum Excavation crews, providing direction when obstacles are encountered to ensure the jobs are completed successfully. He has extensive knowledge operating all of our equipment in EV's trenchless inspection and repair division.
	CHRIS O'HARA Vacuum Truck Operator	Chris O'Hara serves as a Vacuum Truck Operator for Earth View, LLC. (EV) where he drives and operates EV's hydro-excavation truck. Chris is responsible for pipe cleaning and jetting, hazardous waste clean-up and the handling of hazardous materials. With over 6 years of industry experience, Chris will perform quality work on this project.
	NICK CATLIN CCTV Operator	Nick Catlin serves as a CCTV Operator for Earth View, LLC. (EV) where he is responsible for video inspections, pipe cleaning, and pipe rehabilitation projects. Nick was the lead operator on EV's previous cleaning and inspection projects completed at Fort Myers Beach, which has allowed him to familiarize himself with the existing infrastructure. With over 10 years of industry experience, Nick's expertise will be beneficial on this project.

NAME	FIRM	ROLE	TIME CONTRIBUTION
Randy Gilbert	EV	Operations Manager	40%
Eric D. Blair	EV	CCTV & Vacuum Truck Operator	80%
Andres Perez	EV	Foreman	100%
Chris O'Hara	EV	Vacuum Truck Operator	100%
Nick Catlin	EV	CCTV Operator	100%



RANDY GILBERT

Operations Manager

EXPERIENCE

EV Experience: 3+ years

Industry Experience: 10+ years

EDUCATION/CERTIFICATIONS

Advanced MOT

CDL Class A

Trained and Certified
in Field Connect
Software

Certified in the
Fundamentals of
Municipal Grouting

CCTV Certified



EARTHVIEW

PROFILE

Randy Gilbert will serve as the Operations Manager and Primary Point of Contact on *RFP #23-03-UT, Stormwater Maintenance and Repairs*. **As the primary point of contact for this project, Randy will assist with scheduling the camera and vacuum excavation crews, and will oversee all daily operations and project estimation/management.** In addition to many Subsurface Utility Engineering jobs, Randy has managed other large projects for EV including the \$1.1 million Horizontal Directional Drill at the Savannah River Crossing. **With 10+ years of industry experience, Randy's expertise will ensure project success.**

PROJECT EXPERIENCE

BUCCANEER DRIVE

Fort Myers Beach, FL • \$47,000

Role: Operations Manager

Description: Earth View was requested to ensure the installation of the storm pipe on Buccaneer Drive was completed per specifications. This project required the implementation of an extensive dewatering plan to isolate the system at the Buccaneer sector. Thus, allowing EV to clean and televise the run to identify any defects.

SAVANNAH RIVER CROSSING

Savannah, GA • \$1,100,000

Role: Operations Manager

Description: Earth View completed a Horizontal Directional Drill of 4200 LF of 8" steel pipe 110 LF underneath the Savannah River. EV was subcontracted by Comcast to perform this work and successfully completed the project on time and within budget.

OLD SAN CARLOS BOULEVARD

Fort Myers Beach, FL • \$24,000

Role: Operations Manager

Description: Earth View cleaned and televised storm water pipe that was found to be about 90% blocked on Fort Myers Beach. EV inspected the condition of the pipe to ensure proper water flow along Old San Carlos Boulevard in 2020.

NORTH ESTERO STORM PIPE

Fort Myers Beach, FL • \$71,000

Role: Operations Manager

Description: Earth View cleaned and televised an estimated 2 miles of storm pipe along Estero Blvd on the north end of the island. In addition, EV cleaned outfalls and control structures. The project required heavy cleaning due to large amounts of debris found in storm pipe. To effectively clean the pipe, EV utilized our 12 jet floor sweeper nozzle that is capable of flushing the pipe with 80GPM.



ERIC D. BLAIR

CCTV & Vacuum Truck Operator

EXPERIENCE

CCTV Experience: 10+ years

Industry Experience: 24+ years

CERTIFICATIONS

CDL Class A

Maintenance of Traffic (MOT) Certification

Asbestos Certification

Storm Water Collection Certification

Trench Safety and Excavation Certification

Confined Space Certification

First Aid/ CPR/ AED Certification

Fall Protection Certification



PROFILE

Eric D. Blair will serve as a CCTV Operator and Vacuum Truck on *RFP #23-03-UT, Stormwater Maintenance and Repairs*. Eric has over 24 years of experience working on Subsurface Utility Engineering (SUE) projects in the local area, including pipe cleaning, pipe televising, pipe repair, and underground excavation. As a CCTV and Vacuum Truck Operator at Earth View, LLC. (EV), Eric is responsible for completing all video inspections, pipe cleaning, and pipe rehabilitation projects. Eric also completes large pipe plugging and dewatering projects, along with testing of sanitary sewer lines and storm systems. Prior to Eric's time at Earth View, he worked as a CCTV and Vacuum Truck Operator in Myrtle Beach, SC, where he averaged close to 2,000 LF of cleaning and 3,000 LF of pipe televising per day. In addition, he completed an annual contract cleaning and inspecting 103 lift stations. **With almost 25 years of industry experience and extensive safety training, Eric's expertise will ensure project success.**

PROJECT EXPERIENCE

SOUTH BAHAMAS PIPE CLEANING & INSPECTION
Marco Island, FL • \$450,000

Description: Earth View, LLC cleaned and videoed 800 LF of 24" RCP pipe and inspected 4 storm boxes in Marco Island, FL. Additionally, EV cleaned out a 24" and 36" utility casing, as well as a lift station on the island. This was the initial step in a larger pipe repair project. EV successfully completed the work on time and within budget in September 2019.

BURNT STORE ROAD
Cape Coral, FL • \$250,000

Description: Earth View desilted 2,500 LF of storm pipe at Burnt Store Road in Cape Coral. The pipe sizes ranged from 24"-30". Additionally, EV cleaned and televised 40 utility casings each 150 LF. The project was completed on time, within budget, and at high levels of quality in 2018.

STORMWATER OUTFALL & SEAWALL REPAIRS
Naples, FL • \$300,000

Description: Earth View cleaned, videoed, and repaired outfall pipes ranging in size from 24" RCP to 72" RCP. EV was subcontracted by local contractor to perform this work in 2019.

HURRICANE IAN DISASTER RELIEF
Collier County, FL • \$100,000

Description: After Hurricane Ian, EV quickly mobilized and partnered with County Waste to assist Collier County Road Maintenance and Collier County Solid Waste. EV used its fleet of vacuum trucks to assist in removing silt and debris from storm drain collection basins and drainpipes to prevent additional flooding. EV also assisted in draining sanitary lift stations which were surcharged due to lack of power and water infiltration from the storm. Clean up efforts are ongoing.



ANDRES PEREZ

Foreman

PROFILE

EXPERIENCE

EV Experience: 3+ years

Industry Experience: 3+ years

EDUCATION/CERTIFICATIONS

Confined Space
Certification

PACP/LACP/MACP

Certified in Fundamentals
of Municipal Grouting

Trained and Certified in
Field Connect Software



EARTHVIEW

Andy Perez serves as a Foreman at Earth View, LLC with over 3 years of industry experience and safety training. Andres supervises the CCTV and Vacuum Excavation crews, providing direction when obstacles are encountered to ensure the jobs are completed successfully. He has extensive knowledge operating all of our equipment in EV's trenchless inspection and repair division. With several years of industry experience, **Andy's expertise will prove beneficial for Stormwater Maintenance and Repairs for the Town of Fort Myers Beach.**

PROJECT EXPERIENCE

LAKES AND ORANGE COUNTY DESILTING

Orange County, FL • \$500,000

Role: Foreman

Description: This project involved vacuum truck desilting services and CCTV inspection services as part of a maintenance contract with FDOT Leesburg. Curb inlets, collection basins, out-falls, and drainpipes were cleaned with high pressure water hose and 12 jet floor sweeper nozzle.

WPM WEST GOODLETTE-FRANK CHEMICAL GROUT REPAIR

Naples, FL • \$125,000

Role: Foreman

Description: Contracted by WPM LLC to seal leaks and excessive gaps at joints found in storm drainpipe. EV coordinated with WPM for dewatering and MOT operation. A vacuum truck was used to desilt storm drainpipe and prepare for CCTV and grout equipment. Chemical grout was used to create a seal around pipe to eliminate infiltration.

THE TOWN OF FORT MYERS BEACH

Fort Myers Beach, FL • \$20,000

Role: Foreman

Description: This project involved the removal of barnacles from outfall and isolation of pipe to clean, inspect, and chemical grout the storm drainpipe. Plugs installed at outfall safely. Drainpipe was cleaned with vacuum truck and inspected with CCTV equipment to determine location of infiltration. Chemical grout was used to create a seal around drainpipe to stop infiltration.

JENSEN UNDERGROUND SILVER HILLS CCTV INSPECTION

Fort Myers, FL • \$27,000

Role: Foreman

Description: Contracted by Jensen Underground to complete the final inspection of storm drainpipe. EV removed barnacles from outfalls to install plugs to isolate system. Turbidity curtain and sediment bags were used to control plum from dewatering drainpipes. Once dewatered, pipes were cleaned with vacuum truck and inspected with CCTV equipment.



CHRIS O'HARA

Vacuum Truck Operator

EXPERIENCE

EV Experience: 1+ year

Vac Truck Experience: 6 years

EDUCATION/CERTIFICATIONS

CDL Class A w/ Tanker

Confined Space
Certification

Maintenance of Traffic
(MOT) Certification



EARTHVIEW

PROFILE

Chris O'Hara will serve as a Vacuum Truck Operator on *RFP #23-03-UT, Stormwater Maintenance and Repairs*. Chris O'Hara leads the Vacuum Truck Operations for Earth View, LLC. (EV) where he drives and operates EV's hydro-excavation truck. Chris is responsible for pipe cleaning and jetting, hazardous waste clean-up and the handling of hazardous materials. Additionally, Chris is responsible for maintaining the Vacuum truck fleet and works directly with EV's in-house mechanics to prioritize preventative maintenance and needed repairs. **With over 6 years of industry experience, Chris will perform quality work on this project.**

PROJECT EXPERIENCE

LAKES AND ORANGE COUNTY DESILTING (ORLANDO FDOT)

Orange County, FL • \$500,000

Description: Earth View provided vacuum truck desilting services and CCTV inspection services as part of maintenance contract with FDOT Leesburg. After pipes were desilted, remote controlled CCTV equipment was used to inspect pipe conditions. Each work directive was completed on time.

COUGAR COMPANIES CORKSCREW PHASE I Estero, FL • \$40,000

Description: Earth View was contracted to desilt storm drainpipe that were newly installed to prepare for CCTV inspection. Curb inlets, catch basins, and drainpipes were cleaned using a vacuum truck and high-pressure water nozzle. CCTV inspection was conducted to verify condition of pipe and recommend repair methods.

CITY OF NAPLES HURRICANE IAN DISASTER RELIEF

Naples, FL • \$285,000

Description: Earth View partnered with the City of Naples to desilt storm drains catch basins, curb inlets, storm boxes, and storm drainpipes after Hurricane Ian. Vacuum trucks were dispatched to high priority areas where large amounts of sand and debris entered the drain system.

JENSEN UNDERGROUND SKY SAIL DEVELOPMENT CCTV INSPECTION

Naples, FL • \$115,000

Description: Earth View was contracted by Jensen Underground to inspect recently installed sanitary sewer pipe to verify pipe meet specifications. EV cleaned sewer pipe with vacuum trucks and conducted CCTV inspections with remote controlled camera equipment. Defects in sanitary pipe were repaired using sag-removal machine and chemical grout. Additional investigation conducted using smoke machine to identify possible areas of infiltration invisible from sanitary main.



NICK CATLIN

CCTV Operator

EXPERIENCE

EV Experience: 2+ years

Industry Experience: 10 years

EDUCATION/CERTIFICATIONS

PACP

**Certified in Fundamentals
of Municipal Grouting**

**Confined
Space
Certification**

**Trained and Certified
in Field Connect
Software**



EARTHVIEW

PROFILE

Nick Catlin will serve as a CCTV Operator on *RFP #23-03-UT, Stormwater Maintenance and Repairs*. Nick is responsible for leak detection and pipe inspection at Earth View, LLC. Using EV's full HD-CCTV inspection system, Nick is able to pinpoint the exact locations of any pipe damage. **With over 10 years of industry experience, Nick's expertise will prove beneficial to this project.**

PROJECT EXPERIENCE

LAKES AND ORANGE COUNTY DESILTING (ORLANDO FDOT)

Orange County, FL • \$500,000

Description: Earth View provided vacuum truck desilting services and CCTV inspection services as part of a maintenance contract with FDOT Leesburg. After pipes were desilted, remote controlled CCTV equipment was used to inspect pipe conditions.

WPM ESTERO BOULEVARD IMPROVEMENTS PROJECT

Fort Myers Beach, FL • \$175,000

Description: Earth View was contracted to desilt and visually inspect newly constructed storm drainage system along Estero Blvd. Pipe size range from 15" RCP to 42" RCP. Once all silt and debris were removed, EV visually inspected RCP drainpipes with remote controlled CCTV inspection camera. EV also conducted chemical grout repairs to stop water infiltration and seal joint gaps determined, by third party engineer, to be out of tolerance.

JENSEN UNDERGROUND MAPLE RIDGE CCTV INSPECTION

Ave Maria, FL • \$94,000

Description: Earth View was contracted by Jensen Underground to inspect recently installed sanitary sewer pipe to verify pipe meets specifications. EV was also asked to perform a 1-year inspection of sanitary pipe. EV cleaned sewer pipe with vacuum trucks and conducted CCTV inspection with remote controlled camera equipment. Defects in sanitary pipe found and repaired using sag-removal machine.

JENSEN UNDERGROUND SKY SAIL DEVELOPMENT CCTV INSPECTION

Naples, FL • \$115,000

Description: Earth View was contracted by Jensen Underground to inspect recently installed sanitary sewer pipe to verify pipe meet specifications. EV cleaned sewer pipe with vacuum trucks and conducted CCTV inspections with remote controlled camera equipment. Defects in sanitary pipe were repaired using sag-removal machine and chemical grout. Additional investigation conducted using smoke machine to identify possible areas of infiltration invisible from sanitary main.

Town of Fort Myers Beach RFP-23-03-UT

RFP FORM A

Proposer: Earth View, LLC

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is: Earth View, LLC
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation). Sole Proprietorship
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: Allison Murrell, Howard Murrell Jr., Stacey Murrell
2. Please describe your company in detail. Earth View, LLC is a premier utility locating and trenchless construction company serving both the private and public sectors nationwide. EV provides a wide range of capabilities: from ground penetrating radar to horizontal directional drilling, vacuum excavation, and CCTV pipe inspections.
3. The address of the principal place of business is: 3494 Shearwater Street, Naples, FL 34117
4. Company telephone number and e-mail addresses: 239-434-5200 amurrell@evllc.com, rgilbert@evllc.com
5. Number of employees: 31
6. Name of employees to be assigned to this Project: Randy Gilbert, Eric Blair, Andres Perez, Chris O'Hara, Nick Catlin
7. Company identification numbers for the Internal Revenue Service: 20-1083164
8. Provide Lee County business tax receipt number, if applicable, and expiration date: 2100191
Expires 9/30/2023
9. How many years has your organization been in business? Does your organization have a specialty? 18 years. Earth View specializes in subsurface utility locating, horizontal directional drilling, televising, and vacuum excavation.
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.
 - Matanzas Court - Plugged, dewatered, vacuumed, inspected, and performed chemical grout repair for Fort Myers Beach
Contact: Chris Rowe with Fort Myers Beach | rowe@fmbgov.com | 239-671-2826
Cost: \$20,000
 - Corkscrew Expansion Phase I - EV desilted, inspected, and is currently completing a grout repair based off findings.
Contact: Jeff Barber with Cougar Companies | jeff.barber@cougarcompanies.com | 941-916-5201
Cost: \$40,000
 - 754 Neapolitan Way - EV inspected and completed a grout repair on 42" RCP storm drainpipe for City of Naples.
Contact: Robert Dorta | rdorta@naplesgov.com | 239-213-5117
Cost: \$50,000
11. Have you ever failed to complete any work awarded to you? If so, where and why?

No.

Town of Fort Myers Beach RFP-23-03-UT

12. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Lakes and Orange County Desilting	FDOT	\$500,000	12/31/22	90%
Hamilton Avenue	Haskins	\$15,000	11/18/22	90%
Hurricane Ian Disaster Relief	City of Naples	\$285,000	January 2023	75%
Collier County Sports Complex	Jensen Underground	\$30,000	11/30/22	50%

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
N/A		

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Town of Fort Myers Beach RFP-23-03-UT

RFP Form BProposer: Earth View, LLC**REFERENCE FORM**

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Robert Dorta
Title of Contact: Stormwater Operations Supervisor, City of Naples Email: rdorta@naplesgov.com
Telephone Number: 239-213-5117 Fax Number: N/A
Project: Various stormwater-related projects - cleaning, inspections, repairs
2. Name of Contact: Mike Daniel
Title of Contact: Director, City of Marco Island Public Works Email: mdaniel@cityofmarcoisland.com
Telephone Number: 239-825-9554 Fax Number: N/A
Project: Storm pipe cleaning & inspection
3. Name of Contact: Kevin Jensen
Title of Contact: Owner, Jensen Underground Email: kevin@jensenunderground.com
Telephone Number: 239-825-1638 Fax Number: N/A
Project: Various storm and sewer projects
4. Name of Contact: Jeff Barber
Title of Contact: Project Manager, Cougar Contracting Email: jeff.barber@cougarcompanies.com
Telephone Number: 941-916-5201 Fax Number: N/A
Project: Corkscrew Expansion Phase I

RFP Form CProposer: Earth View, LLC**PRICE PROPOSAL FORM**

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***Name of Proposer: Earth View, LLCName of authorized representative of Proposer: Allison Murrell, President**Project Cost**

Storm Drain	Linear feet for evaluation purposes only	Price Per Foot	OR Hourly Rate
Televis 10" to 15" Storm Drain	16,000	\$1.50	<u>\$ 250</u> /Hour
Televis 18" to 24" Storm Drain	16,000	\$2.00	<u>\$ 250</u> /Hour
Televis 30" to 42" Storm Drain	16,000	\$3.50	<u>\$ 250</u> /Hour
Clean 10" to 15" Storm Drain	16,000	\$ 4.00	<u>\$ 350</u> /Hour
Clean 18" to 24" Storm Drain	16,000	\$ 6.50	<u>\$ 350</u> /Hour
Clean 30" to 42" Storm Drain	16,000	\$ 8.00	<u>\$ 350</u> /Hour
Total \$408,000	200,000	\$	<u>\$</u> /Hour
Outfall Barnacle Removal	Outfall numbers are for evaluation purposes Only	Price Per Outfall	OR Hourly Rate
Remove Barnacles 30" to 42" Storm Drain	29	\$ 1,500.00	<u>\$ 300</u> /Hour
Remove Barnacles 10" to 29" Storm Drain	30	\$ 1,250.00	<u>\$ 300</u> /Hour
Total \$81,000	59	\$	<u>\$</u> /Hour
Total Project Cost: \$ <u>489,000.00</u>			

Instructions: Show the project cost for each deliverable your firm will provide per the requested

Town of Fort Myers Beach RFP-23-03-UT

scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable.

The Total Unit Price Cost shall include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

The Total Unit Price Cost shall include the cost of:

1. Meetings with Town staff to discuss Stormwater Drain repair reports.
2. A written report and a DVD outlining all findings and containing a video recording of all Stormwater Drains.

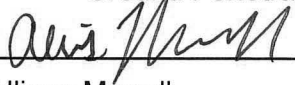
Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, linear foot rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate/Per Linear Foot Rate</u>
Grout Services	\$350.00/Hour
Add rows as necessary	
Ground Penetrating Radar	\$200.00/Hour

By: 

Date: 11/17/2022

Name: Allison Murrell

Title: President

Town of Fort Myers Beach RFP-23-03-UT

RFP FORM D

Proposer: Earth View, LLC

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under

Town of Fort Myers Beach RFP-23-03-UT

oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Earth View, LLC

Name of Business

By:

Signature

Allison Murrell, President

Print Name and Title

3494 Shearwater Street

Naples, FL 34117

Mailing Address

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Earth View, LLC

Date 11/17/2022

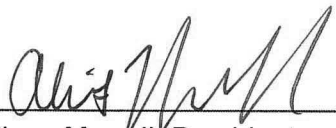
Authorized Signature 
Allison Murrell, President

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Earth View, LLC

By: _____

Signature

Allison Murrell, President

Name and Title

3494 Shearwater Street

Street Address

Naples, FL 34117

City, State, Zip

Registered awaiting UEI

UEI Unique Entity Identifier (for SAM.gov verification)

11/17/2022

Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
Earth View, LLC		20-1083164		\$489,000.00																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y ☒ N DBE? Y ☒ N MBE? Y ☒ N WBE? Y ☒ N SDB 8A? Y ☒ N		IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION? ☒ Y ☐ N CONSULTATION? ☐ Y ☒ N OTHER? ☒ Y ☐ N																	
IS THIS SUBMISSION A REVISION?		Y ☒ N		IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
	N/A																				
TOTALS																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
Allison Murrell		11/17/2022		President																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
amurrell@evllc.com		239-434-5200		239-435-7202																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY COLLIER COUNTY																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:					DATE																

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

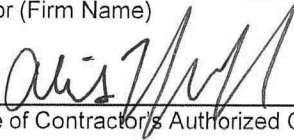
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Earth View, LLC

Contractor (Firm Name)


Signature of Contractor's Authorized Official

Allison Murrell, President

Name and Title of Contractor's Authorized Official

11/17/2022

Date



5 | Experience

PAST EXPERIENCES | EARTH VIEW, LLC

PROJECT DETAILS

PROJECT NAME	LOCATION	CONTACT	VALUE	START DATE	END DATE	DESCRIPTION
Old San Carlos	Fort Myers Beach, FL	Chris Rowe Stormwater Operations Supervisor, Fort Myers Beach 239-671-2826	\$24,000	December 2020	December 2020	EV cleaned and televised storm water pipe that was found to be about 90% blocked on Fort Myers Beach. EV inspected the condition of the pipe to ensure proper water flow.
Buccaneer Drive	Fort Myers Beach, FL	Chris Rowe Stormwater Operations Supervisor, Fort Myers Beach 239-671-2826	\$47,000	December 2021	December 2021	EV was requested to ensure the installation of the storm pipe on Buccaneer Drive was completed per specifications. This project required the implementation of an extensive dewatering plan to isolate the system at the Buccaneer sector. Thus, allowing EV to clean and televise the pipes to identify any defects.
North Estero Boulevard	Fort Myers Beach, FL	Chris Rowe Stormwater Operations Supervisor, Fort Myers Beach 239-671-2826	\$71,000	December 2020	February 2021	EV cleaned and televised an estimated 2 miles of storm pipe along Estero Blvd on the north end of the island. In addition, EV cleaned outfalls and control structures. The project required heavy cleaning due to large amounts of debris found in storm pipe. To effectively clean the pipe, EV utilized our 12-jet floor sweeper nozzle that is capable of flushing the pipe with 80GPM.
Matanzas Court	Fort Myers Beach, FL	Chris Rowe Stormwater Operations Supervisor, Fort Myers Beach 239-671-2826	\$20,000	June 2022	June 2022	Earth View isolated the system with plugs to dewater pipe for cleaning and inspection. After cleaning pipe and completing inspection, chemical grout was used to seal leak in pipe and prevent infiltration.
Estero Boulevard	Fort Myers Beach, FL	Micha Swartz WPM Construction (239) 290-4121	\$175,000	August 2021	August 2021	EV desilted storm drainpipe, curb inlets, and catch basins to visually inspected RCP drainpipes with remote controlled CCTV inspection camera. Joint gap measurements were performed to verify pipe installation was within code tolerance. EV also conducted chemical grout repairs to stop water infiltration and seal joint gaps.
Stormwater Outfall & Seawall Repairs	Naples, FL	Andy Holland Project Manager, City of Naples (239) 290-4121	\$300,000	January 2019	July 2019	Earth View cleaned, videoed, and repaired outfall pipes ranging in size from 24" RCP to 72" RCP.
754 Neapolitan Way	Naples, FL	Robert Dorta Stormwater Operations Supervisor 239-213-5117	\$50,000	November 2022	November 2022	EV used plugs to isolate system and dewater to prepare for cleaning and CCTV inspection. Pipe was cleaned and inspected for any signs of infiltration. Chemical grout was used to seal leaks in several areas inside pipe.
Sky Sail Development	Naples, FL	Kevin Jensen Owner, Jensen Underground 239-825-1638	\$115,000	November 2021	Ongoing	EV was contracted by Jensen Underground to inspect recently installed sanitary sewer pipe to verify pipe meets specifications. EV cleaned sewer pipe with vacuum truck and conducted CCTV inspection with remote controlled camera equipment. Defects in sanitary pipe found were repaired using a sag-removal machine and chemical grout. Additional investigation conducted using a smoke machine to identify possible areas of infiltration invisible from sanitary main.
Corkscrew Expansion Phase I	Estero, FL	Jeff Barber Project Manager 941-916-5201	\$40,000	June 2022	Ongoing	EV was contracted to clean newly installed storm drainpipe and inspect using CCTV equipment. Many of the pipes were 80% + filled with dirt, EV cleaned these pipes removing all of the dirt and preparing for CCTV inspection. Once pipes are inspected, recommendations will be made for chemical grout repair based on defects identified.
Silver Hills	Fort Myers, FL	Kevin Jensen Owner, Jensen Underground 239-825-1638	\$27,000	April 2022	April 2022	Contracted by Jensen Underground to complete final inspection of storm drainpipe. EV removed barnacles from outfalls to install plugs to isolate system. Turbidity curtain and sediment bags used to control plume from dewatering drainpipes. Once dewatered, pipes were cleaned with vacuum truck and inspected with CCTV equipment.
Collier County Sports Complex	Naples, FL	Kevin Jensen Owner, Jensen Underground 239-825-1638	\$30,000	July 2022	Ongoing	EV was contracted to clean newly installed storm drainpipe and inspect using CCTV equipment. All dirt was removed from pipe to prepare for CCTV inspection. Once pipes are inspected, recommendations will be made for chemical grout repair based on defects identified.



ESTERO BOULEVARD IMPROVEMENTS PROJECT

EARTH VIEW CONTRACT VALUE

\$175,000.00

PROJECT DESCRIPTION

Earth View was contracted to desilt and visually inspect newly-constructed storm drainage along Estero Boulevard. Pipe size range from 15" RCP to 42" RCP. EV desilted storm drainpipe, curb inlets, and catch basins. Once all silt and debris was removed, EV visually inspected RCP drainpipes with a remote-controlled CCTV inspection camera. Joint gap measurements were performed to verify pipe installation was within code tolerance. Drainpipes were inspected to verify cleaning, assess conditions, and determine if repairs were necessary. EV also conducted chemical grout repairs to stop water infiltration and seal joint gaps that were determined to be out of tolerance by a third party engineer.

LOCATION

Fort Myers Beach, FL

OWNER & CONTACT

WPM Construction

Contact: Micha Swartz

Email: MSwartz@wpmcivil.com

Phone: (239) 290-4121

START DATE/ COMPLETION DATE

August 2021/ August 2022

KEY PERSONNEL

CCTV Operator: Andres Perez & Nick Catlin, EV

VAC Truck Operator: Chris O'Hara, EV



LAKES AND ORANGE COUNTY DESILTING (ORLANDO FDOT)

EARTH VIEW CONTRACT VALUE

\$500,000.00

PROJECT DESCRIPTION

Earth View maintains an annual contract with Orlando FDOT where, work directives are assigned with specified areas to clean and inspect storm drainpipes. Pipe size ranged from 15" RCP to 48" RCP. EV desilted storm drainpipe, curb inlets, and catch basins in areas specified by the work directive. Once all silt and debris were removed, EV visually inspected RCP drainpipes with a remote-controlled CCTV inspection camera. Drainpipes were inspected to verify cleaning and assess conditions to determine if repairs were necessary. After completing each work directive, EV would supply video footage and daily reports of work completed.

LOCATION

Lake County, FL
Orange County, FL

OWNER & CONTACT

Leesburg FDOT

Contact: Rebecca Vigor

Email: Rebecca.Vigor@dot.state.fl.us

Phone: (352) 630-3601

START DATE/ COMPLETION DATE

February 2022/ December 2022

KEY PERSONNEL

CCTV Operator: Andres Perez & Nick Catlin, EV

VAC Truck Operator: Chris O'Hara, EV



CITY OF NAPLES HURRICANE IAN DISASTER RELIEF

EARTH VIEW CONTRACT VALUE

\$285,000.00

PROJECT DESCRIPTION

Following Hurricane Ian, **Earth View, LLC** partnered with the City of Naples to desilt storm drain catch basins, curb inlets, storm boxes, and storm drainpipes. Vacuum trucks were dispatched to high priority areas, where large amounts of sand and debris entered the drain system, to prevent flooding. EV also assisted in draining sanitary lift stations which were surcharged due to lack of power. Disaster relief work is ongoing.

LOCATION
City of Naples

OWNER & CONTACT
Contact: Robert Dorta
Email: rdorta@naplesgov.com
Phone: (239) 213-5117

START DATE/ COMPLETION DATE
September 2022 - Ongoing

KEY PERSONNEL
VAC Truck Operators: Chris O'Hara
& Kareen Battle, EV



6 | Approach to Providing Services

APPROACH TO PROVIDING SERVICES | INNOVATIVE PROJECT APPROACHES

TECHNICAL APPROACH & WORK PLAN

Earth View, LLC has a highly experienced, well-qualified staff and the latest trenchless technology to perform the Video Storm Sewer Inspections for the Town of Fort Myers Beach.

The following is EV's plan to achieve the requirements for *RFP #23-03-UT, Stormwater Maintenance and Repairs*:

Earth View's Operations Manager will schedule an initial meeting with the Town of Fort Myers Beach to review plans, maps and details for the requested area of work. During this meeting EV will also address the Town's concerns such as Maintenance of Traffic (MOT) for highly traveled areas. Upon addressing these concerns, EV will organize and schedule all work to be performed.

Upon arrival to the project site, EV will inspect the area. If the system is flooded, EV will dewater the pipeline by plugging the upstream manhole and plugging/installing a pump at the downstream manhole. All work will adhere to the highest safety standards, including MOT.

The cleaning process will then commence using vacuum excavation after the section is dewatered; the cleaning process will remove any and all loose debris from the lines for a clear view of the interior of the line during the telespection process. The section will then be televised using the RCA 4.0 full color HD pan and tilt camera system. This system will locate any defects in the line segment such as cracked pipe, off set joints, separated joints, structural defects, crushed pipe and any other defects which will be reported on the telespection form by EV crews. The report will identify the line segment number, line size, line length and specific locations and description of any defects. EV will then restore the section of pipe to the original flow capacity post inspection.

Additionally, manholes and inlets will be visually inspected by EV crews. The report will include: manhole number, type, length, depth, size, flow direction, construction material/condition, evidence of leaks and their location, and any debris found. EV is also prepared to clean barnacles from designated pipe outfalls extending 10 feet upstream from the outfall outlet point upon request. Barnacles are removed utilizing a high-pressure water gun and scrapping tools. Earth View's crew members access the pipe from the water and effectively clean the interior and exterior of each pipe. If repairs are needed, EV can provide a recommended repair method, estimate, and self-perform the repair.

Upon completion of the inspection, all daily reports, telespection logs/ video recordings, and manhole/inlet reports will then be reviewed to initiate a final report of findings. These findings may also include any observed sink holes or other visual defects above ground. The Town will be provided with copies of all findings/ reports and all work will be performed to the highest degree in order to meet the satisfaction of the Town's representative.

TV & STORM CLEANING EQUIPMENT			
MAKE	MODEL	YEAR OF MANUFACTURE	OWNERSHIP
RCA 4.0 Full Color HD CCTV	RCA 4.0, Sprinter Van	2020	Own
Metrotech Vivax CCTV	Vivax	2016	Own
Kenworth Vactor Vacuum Truck	T880	2017	Own
(4) Dragon 130BBL Vacuum Excavation	130 BBL	2019	Own
Peterbilt GapVax Vacuum Truck	348	2020	Own
Kenworth Vactor Vacuum Truck	T880	2022	Own
Dodge Ram Grout Truck	5500	2021	Own
(2) RCA 4.0 Full Color HD CCTV	RCA 4.0, Sprinter Van	2021	Own

METHOD OF ENSURING RESPONSIVENESS

Frequent and effective communication will be critical during all projects under RFP #23-03-UT, *Stormwater Maintenance and Repairs*.

COMMUNICATION NEEDS INCLUDE:

- Internal coordination between Earth View team members using Vista by Viewpoint applications
- External coordination between Earth View and the Town of Fort Myers Beach

Earth View, LLC has successfully worked in the local area for 18+ years and is respected for their provision of superior services. **The team has developed a strong working relationship with their customers.**

Earth View's Operations Manager, Randy Gilbert, will coordinate with the Town of Fort Myers Beach to schedule Stormwater Maintenance and Repair work to ensure that all projects are completed **on time, within budget, and at high levels of quality.**

The Town of Fort Myers Beach can be confident in EV's response time, as:

- EV's office is local, which will result in prompt equipment mobilization and allow key personnel to perform regular site visits.
- Progress meetings will be conducted, and schedules will be updated as requested by the Town.
- The Town will be provided with a 24-hour phone number for immediate access.

TROUBLESHOOTING, PROBLEM SOLVING TECHNIQUES & RFI'S

Earth View, LLC will mitigate and resolve any issues immediately. The following **Escalation Approach to Problem Solving** is in accordance with RFP requirements:

01

All issues should be attempted to be resolved in the field without involvement from outside sources.

02

If an issue is unable to be resolved in the field, the matter will be escalated to the EV Operations Manager.

03

The Town will be notified of any issues that arise to ensure a quick and timely resolution.

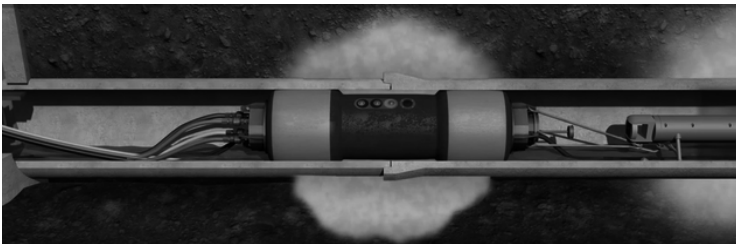


CHEMICAL GROUTING | EFFECTIVE AND LONG-LASTING TECHNIQUE

Earth View is continuously researching to stay ahead of the curve and if there's an opportunity to better serve our customers, then we're ready to take on the challenge. That's why Earth View recently added **chemical grouting** to our services.

Chemical grouting is an effective and long-lasting technique used to stop groundwater infiltration into sewer collection systems.

For our grouting services, Earth View uses **PR10L ACLM**, a super low viscosity acrylamide grout that yields a gel upon reaction. The grout solution is as thin as water, allowing PR10 to follow infiltrating water for sealing leaks or to deeply penetrate soils for soil stabilization. The gel time is adjustable from a few seconds to several hours. The cured grout provides an economical water barrier or soil stabilizer.



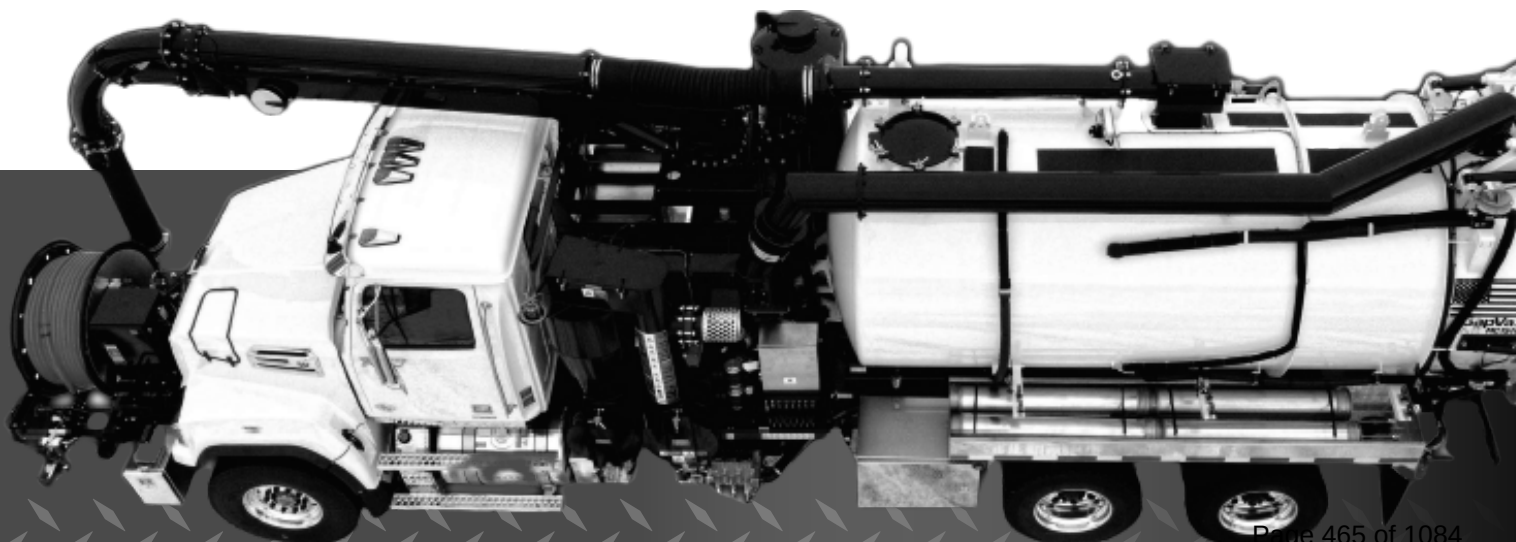
Advantages of PR10L ACLM:

- Super thin liquid follows infiltration
- Can be injected through remote packer equipment
- Will not undergo syneresis
- Reaction times adjustable from seconds to hours
- Higher strength compared to acrylates
- Greater longevity compared to silicates
- No suspended solids



INDUSTRY-LEADING VACUUM TRUCKS | GAPVAX MC SERIES

In 2022, Earth View invested in a **GapVax MC Series Combination Vacuum Truck**, the industry-leading machine for catch basin cleaning, hydro excavating, and sewer cleaning.





Earth View, LLC Heavy Equipment - November 2022

Equipment Code	Description	Make	Model	Year	Ownership
01-001	CAT 304ERC Excavator	CAT	304ERC	2013	Own
01-002	CAT 304ERC Excavator	CAT	304ERC	2013	Own
01-005	CAT 308ERC Excavator	CAT	308ERC	2013	Own
01-021	VOLVO 180 Ruber Tire Excavator	Volvo	EW180	2005	Own
01-022	Volvo ECR58D Excavator	Volvo	ECR58D	2014	Own
01-023	Volvo ECR88D Excavator	Volvo	ECR88D	2013	Own
01-025	ECR58D Excavator	Volvo	ECR58D	2014	Own
01-026	CAT 336EL Excavator	CAT	CAT336EL	2014	Own
01-029	ECR58D Compact Excavator	Volvo	ECR58D	2014	Own
01-030	349FL Hydraulic Excavator	CAT	349FL	2014	Own
01-033	CAT 321DLCR Hydraulic Excavator	CAT	321DLCR	2014	Own
01-034	CAT 328DLCR Hydraulic Excavator	CAT	328DLCR	2014	Own
01-035	CAT 335FLCR Hydraulic Excavator	CAT	335FLCR	2015	Own
01-036	Volvo ECR88D Excavator	Volvo	ECR88D	2014	Own
01-037	Volvo ECR58D Excavator	Volvo	ECR58D	2015	Own
01-038	Kubota KX057 Excavator	Kubota	KX057-4R3A	2015	Own
01-039	ECR235EL Crawler Excavator	Volvo	ECR235EL	2015	Own
01-040	CAT 326FL Super Long Reach Excavator	CAT	CAT326FL	2015	Own
01-041	Volvo ECR88D Excavator	Volvo	ECR88D	2016	Own
01-042	CAT 315FLCR Excavator	CAT	315FLCR	2017	Own
01-043	Volvo ECR88D Excavator	Volvo	ECR88D	2016	Own
01-044	Volvo ECR88D Excavator	Volvo	ECR88D	2016	Own
01-045	CAT 336FL Excavator	CAT	CAT 336FL	2018	Own
01-046	CAT 335FLCR Hydraulic Excavator	CAT	CAT 335FLCR	2018	Own
01-047	CAT 335FLCR Hydraulic Excavator	CAT	CAT 335FLCR	2018	Own
01-048	CAT 325FLCR Track Excavator	CAT	CAT 325FLCR	2018	Own
01-049	CAT 323 Hydraulic Excavator	CAT	CAT 323	2018	Own
01-050	CAT 335FLCR Compact Excavator	CAT	CAT 335FLCR	2018	Own
01-051	Kubota KX080 Excavator	Kubota	KX080-4SR3	2018	Own
01-052	Kubota KX080 Excavator	Kubota	KX080-4SR3	2018	Own
01-053	CAT 330F Hydraulic Excavator	CAT	330F	2019	Own
01-054	CAT 335FLCR Excavator	CAT	335FLCR	2019	Own
01-055	Kubota KX080 Excavator	Kubota	KX080-4SR3A	2019	Own
01-056	CAT 323 Hydraulic Excavator	CAT	323-07	2019	Own
01-057	CAT 336 Hydraulic Excavator	CAT	336-07	2019	Own



Earth View, LLC Heavy Equipment - November 2022

Equipment Code	Description	Make	Model	Year	Ownership
02-001	CAT 906 Loader	CAT	906H2	2013	Own
02-002	CAT 906 Loader	CAT	906H2	2013	Own
02-007	JD4120 Farm Tractor	John Deere	JD4120	2012	Own
02-016	Volvo L70E Loader	Volvo	L70E	2006	Own
02-017	CAT 930 Loader	CAT	930K	2013	Own
02-018	Volvo L70 Loader	Volvo	L70G	2013	Own
02-020	Volvo L30GS Loader	Volvo	L30GS	2014	Own
02-021	Volvo L70G Wheel Loader	Volvo	L70G	2014	Own
02-022	Volvo L30GS Loader	Volvo	L30GS	2014	Own
02-025	Volvo L30GS Loader	Volvo	L30GS	2014	Own
02-026	CAT 938 Loader	CAT	938	2014	Own
02-028	CAT 938K Wheel Loader	CAT	938K	2014	Own
02-029	CAT 938K Wheel Loader	CAT	938K	2014	Own
02-031	Volvo L120H Wheel Loader	Volvo	L120H	2014	Own
02-032	CAT 938K Wheel Loader	CAT	938K	2015	Own
02-033	Volvo L30GS Loader	Volvo	L30GS	2017	Own
02-034	Volvo L30GS Loader	Volvo	L30GS	2017	Own
02-035	CAT 980M Wheel Loader	CAT	980M	2018	Own
02-036	CAT 938M Wheel Loader	CAT	938M	2018	Own
02-037	CAT 938M Wheel Loader	CAT	938M	2018	Own
02-038	Volvo L30GS Wheel Loader	Volvo	L30GS	2018	Own
02-039	Volvo L30GS Wheel Loader	Volvo	L30GS	2018	Own
02-040	CAT 962M Wheel Loader	CAT	962M	2019	Own
02-041	CAT 962M Wheel Loader	CAT	962M	2019	Own
02-042	CAT 982M Wheel Loader	CAT	982M	2018	Own
02-043	Kubota SVL95 Skid Steer	Kubota	SVL95-2SHFC	2018	Own
02-044	Kubota SVL95 Skid Steer	Kubota	SVL95-2SHFC	2018	Own
02-045	CAT 950GC Wheel Loader	CAT	950GC	2019	Own
02-046	Kubota SVL95 Skid Steer	Kubota	SVL95-2SHFC	2019	Own
02-047	Kubota SVL95 Skid Steer	Kubota	SVL95-2SHFC	2019	Own
02-048	CAT 918 Wheel Loader	CAT	918 M	2018	Own
02-049	Kubota SVL95 Skid Steer	Kubota	SVL95-2SHFC	2020	Own
02-050	Kubota SVL95 Skid Steer	Kubota	SVL95-2SHFC	2020	Own
03-005	CAT D6NLGP Dozer	CAT	D6NLGP	2016	Own
03-006	CAT D6KLGP Dozer	CAT	D6KLGP	2017	Own
03-007	CAT D6NLGP Dozer	CAT	D6NLGP	2018	Own
03-008	CAT D6NLGP Dozer	CAT	D6NLGP	2018	Own
04-001	CAT 12 Motor Grader	CAT	12HNA	2005	Own



Earth View, LLC Heavy Equipment - November 2022

Equipment Code	Description	Make	Model	Year	Ownership
04-003	CAT 12M3 Motor Grader	CAT	12M3	2015	Own
05-002	Bomag Vibratory Roller	Bomag	BW213-D	2005	Own
05-008	Hypac 9 Wheel Roller	Hypac	C-530AH	2002	Own
05-009	Bomag 138 Roller	Bomag	138	2014	Own
05-010	Bomag 211D Roller	Bomag	211D	2014	Own
05-011	CAT CS54B Vibratory Compactor Roller	CAT	CS54B	2016	Own
05-012	CAT CS54B Vibratory Compactor Roller	CAT	CS54B	2016	Own
05-013	CAT CB22B Asphalt Compactor Roller	CAT	CB22B	2017	Own
05-014	CAT CB22B Asphalt Compactor Roller	CAT	CB22B	2017	Own
05-015	CAT CW34 Pneumatic Tire Compactor	CAT	CW34	2018	Own
05-016	CAT CB13 Double Drum Asphalt Roller	CAT	CB13	2018	Own
05-017	CAT CB10 Asphalt Compactor	CAT	CB10	2018	Own
05-018	HAMM Tandem Roller	Linder	HAMM	2018	Own
05-019	HAMM H13i VIO Roller	Hamm	H13i VIO	2018	Own
06-002	Manitowoc Crawler Crane	Manitowac		2009	Own
06-003	Mantis Crawler Crane	Mantis	GTC1200	2015	Own
06-050	Ice Vibratory Hammer Power Unit	ICE	44B	2014	Own
07-001	CAT 745 Articulated Off Road Truck	CAT	745	2019	Own
08-001	Ditch Witch JT100 Drill	Ditch Witch	JT100	2016	Own
08-002	American Auger DD-440T Track-Mounted Directional Drill	American Auger	DD-440T	2018	Own
09-001	Grundoram Pipe Ramming System	Grundoram		2016	Own
09-002	618 Fusing Machine	McElroy	618	2016	Own
09-003	Grundomat Piercing Tool	Grundomat		2017	Own
09-004	12"-36" T900 Fusing Machine	McElroy	T900	2018	Own
09-005	16"- 48" T1200 Fusing Machine	McElroy	T1200	2020	Own
12-003	Toro 36" Walk-Behind Broom	Toro		2014	Own
12-004	Broce CT350 Broom Tractor	Broce	CT350	2015	Own
12-005	Massey Ferguson Broom	Ferguson	4608	2015	Own
12-006	Massey Ferguson Broom Tractor	Ferguson	MF4607M	2015	Own
13-001	Skyjack Scissor Lift	Skyjack	SJ3220	1997	Own
13-003	JLG 80' Manlift	JLG	800AJ	2006	Own
20-007	Doosan 185 Air Compressor	Doosan	CL185WKUB-EX-T2	2013	Own
21-001	CAT 25 Forklift	CAT	GC25	1997	Own
21-003	CAT 50 Forklift	CAT	P5000D	2004	Own
21-005	CAT 560 Telehandler Forklift	CAT	TH5560B	2004	Own
22-001	4000 Watt Towable Light Tower	Wacker Neuson	MLTDA7	2005	Own
22-003	4000 Watt Towable Light Tower	Wacker Neuson	LTN6K	2014	Own



Earth View, LLC Heavy Equipment - November 2022

Equipment Code	Description	Make	Model	Year	Ownership
22-004	4000 Watt Towable Light Tower	Wacker Neuson	LTN6K	2014	Own
22-005	4000 Watt Towable Light Tower	Wacker Neuson	LTV6K	2017	Own
22-006	4000 Watt Towable Light Tower	Wacker Neuson	LTV6K	2017	Own
25-019	P-750 Mud Pump	American Auger	P-750	2018	Own
25-020	Godwin 6" Dri-Prime Diesel Pump	Godwin	CD150S	2020	Own
33-002	Kubota Utility Vehicle	Kubota	RTV-X112 0DWL-HS	2014	Own
33-003	Gravely 250 Z-Turn Lawn Mower	Gravely	260	2014	Own
33-009	Gravely Z-Turn Lawn Mower	Gravely	PRO TURN 252	2012	Own
34-029	Tommy Silt Fence Machine	Tommy	N/A		Own
35-005	Curb-Tec Concrete Curb Machine	Curb-Tec	CT3000C	2004	Own
35-006	MQ Super Screed	MQ	WRS-3200	2007	Own
35-007	Gomaco Work Bridge Machine	Gomaco	4000 SERIES/ SPAINT	2006	Own
35-008	MQ 8HP Concrete Finisher	MQ	B-4-8H		Own
35-009	MQ 8HP Concrete Finisher	MQ	B-4-8H		Own
35-010	Multi Quip Finishing Machine	Multiquip	BA4-8H	2006	Own
35-016	Powerscreen MGLEX1 Handyscreen	Powerscreen	MGLEX1	2014	Own
35-017	Terex-Bidwell 4800 Bridge Deck Paver	Terex-Bidwell	4800	2015	Own
35-018	Metso LT1213 Lokotrack Crusher	Metso	LT1213	2018	Own
35-019	Metso Lokotrack Mobile Screener	Metso	ST3.8	2018	Own
35-020	Metso LT1213S Lokotrack Crusher	Metso	LT1213s	2018	Own
35-021	Sandvik Screener	Sandvik	QE441	2018	Own
35-022	Powerscreen M85 Stacker/Conveyor - 65'	Powerscreen	M85	2010	Own
35-023	McCloskey ST80T Track Stacker/Conveyor - 80'	McCloskey	ST80T	2019	Own
35-024	Sandvik Screener	Sandvik	QA441	2019	Own
35-025	Powerscreen MGLEX1 Screen	Powerscreen	MGLEX1	2016	Own
35-026	Superior 36"x18' Coarse Material Washer	Mellott		2019	Own
38-001	Blaw-Knox Hot Tack Wagon	Blaw-Knox	HT-540	2002	Own
38-002	Protec 8800 Asphalt Paver	Protec	8800	2013	Own
38-003	Wirtgen W150 Milling Machine	Wirtgen	W150	2012	Own
38-004	CAT 1055F Asphalt Paver	CAT	AP1055F	2018	Own
38-005	Weiler E2850A Shuttle Buggy	Weiler	E2850A	2018	Own
38-006	Weiler P385B Asphalt Paver	Weiler	P385B	2019	Own
38-007	Wirtgen W200i Milling Machine	Wirtgen	W200i	2018	Own
38-008	Weiler P385B Asphalt Paver	Weiler	P385 B	2019	Own
39-008	Hopper Barge	Hopper	20'	2014	Own
39-009	Hopper Barge	Hopper	20'	2014	Own



Earth View, LLC Heavy Equipment - November 2022

Equipment Code	Description	Make	Model	Year	Ownership
40-005	Oquawka Flat Bottom Boat	Oquawka	1660	2009	Own
40-007	Premier Pontoon Boat	Premier	VA-7911BA	2003	Own
40-009	ENVIR- PUSH BOAT	MADISON BOAT & BARGE	PUSH BOAT	2020	Own
90-060	Metrotech Vivax CCTV	Metrotech	Vivax	2016	Own
90-061	(3) RCA 4.0 Full HD CCTV	Rausch	RCA 4.0	2020/2021	Own
92-004	Ford F-750 Water Truck	Ford	F-750	2007	Own
92-006	Ford F-750 Water Truck	Ford	F-750	2007	Own
92-008	Ford F-750 Dump Truck	Ford	F-750	2007	Own
92-009	Ford F-750 Water Truck	Ford	F-750	2007	Own
92-010	Sterling Acterra Water Truck	Sterling	Water Truck	2008	Own
92-011	Kenworth T370 Truck	Kenworth	Mechanic Truck	2016	Own
92-012	Kenworth T370 Lube Truck	Kenworth	Fuel & Lube Truck	2018	Own
92-013	Ford F-650 Truck	Ford	F-650	2017	Own
92-014	Kenworth T370 Etnyre Centennial Tack Truck	Kenworth	Etnyre Centennial	2018	Own
92-015	Kenworth T370 Mechanics Truck	Kenworth	T370	2019	Own
92-016	Kenworth T370 Mechanics Truck	Kenworth	T370	2019	Own
92-017	Kenworth T370 Maintainer Mechanics Truck	Kenworth	T370	2020	Own
92-018	Kenworth T370 SWP Fuel & Lube Truck	Kenworth	T370	2020	Own
93-004	Mack Tractor	Mack	CHU613	2008	Own
93-010	Mack Service Fuel Truck	Mack	CV713 Granite	2006	Own
93-011	Kenworth T880 Tractor	Kenworth	T880	2016	Own
93-012	Kenworth T880 Dump Truck	Kenworth	T880	2016	Own
93-013	Kenworth T880 Dump Truck	Kenworth	T880	2016	Own
93-014	Kenworth T880 Dump Truck	Kenworth	T880	2016	Own
93-015	Kenworth T470 Boom Truck	Kenworth	T470	2013	Own
93-016	Vactor Vacuum Truck	Kenworth	T880	2017	Own
93-017	Kenworth T880 Dump Truck	Kenworth	T880	2018	Own
93-018	Kenworth T880 Dump Truck	Kenworth	T880	2018	Own
93-019	Kenworth T880 Tractor	Kenworth	T880	2018	Own
93-020	Kenworth T880 Tractor	Kenworth	T880	2020	Own
93-021	Kenworth T880 Dump Truck	Kenworth	T880	2020	Own
93-022	Kenworth T880 Dump Truck	Kenworth	T880	2020	Own
93-023	Kenworth T880 Tractor	Kenworth	T880	2020	Own
93-024	Kenworth Concrete Mixer Truck	Kenworth / Holcombe	T880	2020	Own



Earth View, LLC Heavy Equipment - November 2022

Equipment Code	Description	Make	Model	Year	Ownership
93-029	Vactor Vacuum Truck	Vactor	T880	2022	Own
93-040	Peterbilt GapVax Vacuum Truck	Peterbilt	348	2020	Own
95-001	Office Trailer 40'x10'	Office		2007	Own
95-006	Freuehauf Storage Trailer	Freuehauf	Retro Trl#6	1987	Own
95-007	Freuehauf Storage Trailer	Freuehauf	Retro Trl#7	1987	Own
95-008	Freuehauf Storage Trailer	Freuehauf	Retro Trl#8	1987	Own
95-009	Dorsey Storage Trailer	Dorsey	Box Storage Trailer	1990	Own
95-012	Wells Cargo Trailer	Wells	MC162-7 ME	2009	Own
95-021	Performance Utility Trailer	Performance	6X12 PUT612E	2003	Own
95-023	Etnyre Lowboy Trailer	Etnyre	PRTN55TD3	2005	Own
95-024	Vac-Tron System Trailer	Vac-Tron	PMD850SDT	2005	Own
95-027	Texas Pride Dump Trailer	Texas Pride	DT71414KBP	2013	Own
95-028	Texas Pride Dump Trailer	Texas Pride	DT71414KBP	2013	Own
95-029	Texas Pride Lowboy Trailer	Texas Pride	FT835530KGN	2014	Own
95-032	Texas Pride Trailer	Texas Pride	Bumper Pull Dump Trl	2014	Own
95-033	Texas Pride Trailer	Texas Pride	Goose Neck Dump Trl	2014	Own
95-036	10 Ton Gooseneck Tilt Trailer	Econoline	10 Ton	2014	Own
95-041	500 Gallon Wylie Water Wagon	Wylie	EXP500LS	2014	Own
95-048	800 Gallon Wylie Water Wagon	Wylie	EXP-800-S	2015	Own
95-050	Doonan Trailer	Doonan	50' x 102'	2006	Own
95-051	Landoll Trailer	Landoll	440A-53	2016	Own
95-056	Superline Mud Mixer Trailer	Superline		2012	Own
95-057	Bloomer Gooseneck Trailer	Bloomer	BSTKGS207	2016	Own
95-058	Eager Beaver Trailer	Eager Beaver	30'	2017	Own
95-067	Ameritrail Mud Recycling Trailer	Ameritrail	GN27-30EHJ	2017	Own
95-068	Big Tex 20' Dump Trailer	Big Tex	20'	2018	Own
95-069	Big Tex 18' Dump Trailer	Big Tex	18'	2017	Own
95-070	Big Tex 20' Dump Trailer	Big Tex	20'	2018	Own
95-071	Fontaine Step Deck Trailer	Fontaine	50'	2019	Own
95-072	Fontaine Step Deck Trailer	Fontaine	50'	2019	Own
95-073	Fontaine Step Deck Trailer	Fontaine	50'	2019	Own
95-074	Fontaine Step Deck Trailer	Fontaine	50'	2019	Own
95-075	Fontaine Step Deck Trailer	Fontaine	50'	2019	Own
95-076	Fontaine Step Deck Trailer	Fontaine	50'	2019	Own



Earth View, LLC Heavy Equipment - November 2022

Equipment Code	Description	Make	Model	Year	Ownership
95-077	Trail King Lowboy Trailer	Trail King	50'	2019	Own
95-078	American Auger MCD-1000 Drilling Fluid Cleaning System	American Auger	MCD-1000	2018	Own
95-079	Dragon 130BBL Vacuum Excavation	Dragon Products, LLC	130BBL	2019	Own
95-080	Dragon 130BBL Vacuum Excavation	Dragon Products, LLC	130BBL	2019	Own
95-081	Trail King Lowboy Trailer	Trail King	TK110HDG	2018	Own
95-082	CAT 613B Water Wagon	CAT	613B	1979	Own
95-083	Fontaine Step Deck Trailer	Fontaine	50'	2020	Own
95-084	Fontaine Step Deck Trailer	Fontaine	50'	2020	Own
95-085	Fontaine Step Deck Trailer	Fontaine	50'	2020	Own
95-086	Big Tex Covered Wagon for Stripping	Big Tex Covered Wago	CWG85X18T A	2019	Own
95-087	Nexa Aldura Trailer	Aldura	45'	2019	Own
95-088	Nexa Aldura Trailer	Aldura	45'	2019	Own
95-089	Fontaine Step Deck Trailer	Fontaine	50'	2020	Own
95-090	Fontaine Step Deck Trailer	Fontaine	50'	2020	Own
95-091	Fontaine Step Deck Trailer	Fontaine	50'	2020	Own
95-092	Fontaine Step Deck Trailer	Fontaine	50'	2020	Own
95-093	Fontaine Step Deck Trailer	Fontaine	50'	2020	Own
95-094	Fontaine Step Deck Trailer	Fontaine	50'	2020	Own
95-095	Dragon 130BBL Tanker Trailer	Dragon Products	130BBL	2020	Own
95-096	Dragon 130BBL Tanker Trailer	Dragon Products	130BBL	2020	Own
95-098	PL6000 Receiving Trailer for Buoyancy Pipe	Spool Trailer	PL6000	2020	Own
95-101	Florida Utility Trailer	Manac		2022	Own



7 | Compensation

RFP Form CProposer: Earth View, LLC**PRICE PROPOSAL FORM****Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.*****THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***Name of Proposer: Earth View, LLCName of authorized representative of Proposer: Allison Murrell, President**Project Cost**

Storm Drain	Linear feet for evaluation purposes only	Price Per Foot	OR Hourly Rate
Televis 10" to 15" Storm Drain	16,000	\$1.50	\$ <u>250</u> /Hour
Televis 18" to 24" Storm Drain	16,000	\$2.00	\$ <u>250</u> /Hour
Televis 30" to 42" Storm Drain	16,000	\$3.50	\$ <u>250</u> /Hour
Clean 10" to 15" Storm Drain	16,000	\$ 4.00	\$ <u>350</u> /Hour
Clean 18" to 24" Storm Drain	16,000	\$ 6.50	\$ <u>350</u> /Hour
Clean 30" to 42" Storm Drain	16,000	\$ 8.00	\$ <u>350</u> /Hour
Total 408,000.00	200,000	\$	\$ ____/Hour
Outfall Barnacle Removal	Outfall numbers are for evaluation purposes Only	Price Per Outfall	OR Hourly Rate
Remove Barnacles 30" to 42" Storm Drain	29	\$ 1,500.00	\$ <u>300</u> /Hour
Remove Barnacles 10" to 29" Storm Drain	30	\$ 1,250.00	\$ <u>300</u> /Hour
Total 81,000.00	59	\$	\$ ____/Hour
Total Project Cost: \$ <u>489,000.00</u>			

Instructions: Show the project cost for each deliverable your firm will provide per the requested

Town of Fort Myers Beach RFP-23-03-UT

scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable.

The Total Unit Price Cost shall include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

The Total Unit Price Cost shall include the cost of:

1. Meetings with Town staff to discuss Stormwater Drain repair reports.
2. A written report and a DVD outlining all findings and containing a video recording of all Stormwater Drains.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

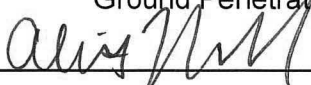
The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, linear foot rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate/Per Linear Foot Rate</u>
Grout Services	\$350.00/Hour
Add rows as necessary	

Ground Penetrating Radar

\$200.00/Hour

By: 

Date: 11/17/2022

Name: Allison Murrell

Title: President



8 | Additional Information



PR10L ACLM

Acrylamide

www.primeresins.com



Our Background



Pioneered the use of polyurethane resins for sealing cracks in concrete and helped build that market.



The first to package polyurethane grouts in an easy-to-use Quick-Mix cartridge system over 30 years ago.

The Prime Resins Difference

Prime Resins is a leading manufacturer of chemical grouts, foams, adhesives and coatings for infrastructure repair & protection. We provide solutions for problems in leak sealing, soil stabilization, slab lifting, structural repair and coatings/secondary containment.

What sets us apart?



Technical expertise: We were the first in our field to offer 24/7 technical support.



Turnaround time: We have the fastest turnaround in the industry. Many shipments go out same business day as the order.



Training: We provide on-site training, application assistance, project consultations, and training seminars at our Head Quarters.



Great value: We offer the best combination of product performance, expertise, and experience.



Solutions focus: We work as partners with our clients to determine causes and to find remedies for your challenges. We are available before and after a purchase to answer questions and support our clients. This approach is in the DNA of the company.

Solutions for Sealing Manhole Leaks



PR10L ACLM is a super low viscosity acrylamide grout that yields a gel upon reaction. The grout solution is as thin as water, allowing PR10 to follow infiltrating water for sealing leaks or to deeply penetrate soils for soil stabilization. The gel time is adjustable from a few seconds to several hours. The cured grout provides an economical water barrier or soil stabilizer.

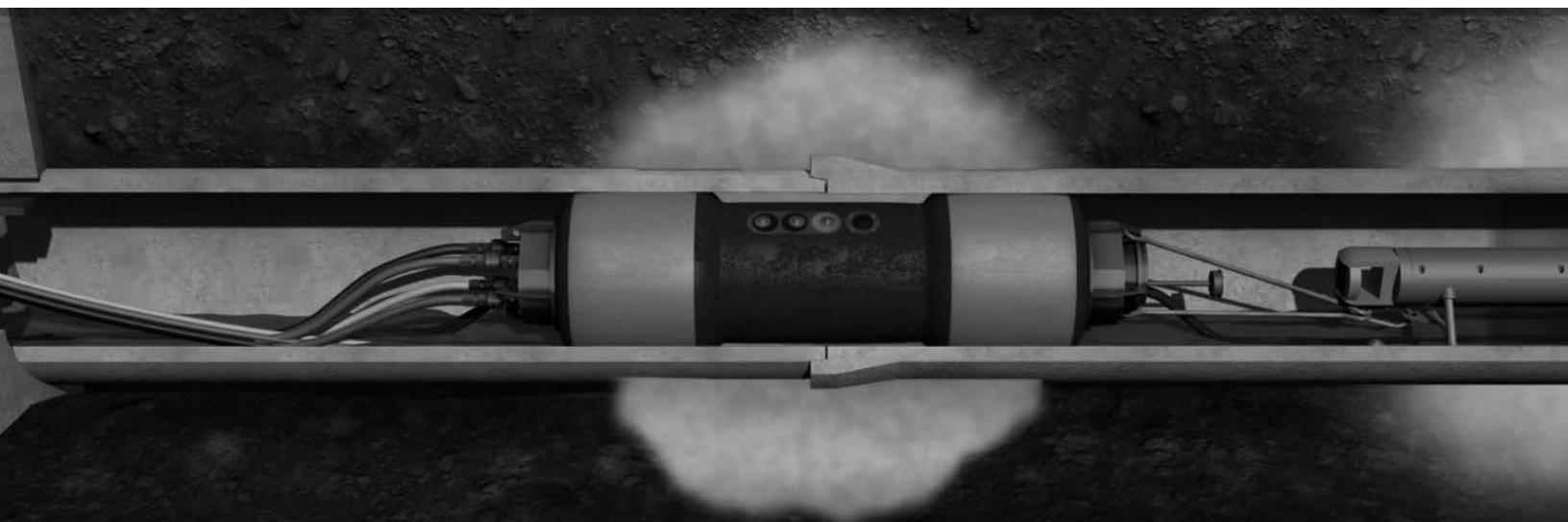
About PR10 ACLM:

Typical Areas of Use

- Seal leaks in sanitary and storm water mainlines, pipe penetrations, laterals, lift stations and manholes. Stops leaks in tunnels and mines.
- Soil stabilization for slough control, slope control, erosion mitigation and other geotechnical applications.

Advantages

- Super thin liquid follows infiltration
- Can be injected through remote packer equipment
- Will not undergo syneresis
- Reaction times adjustable from seconds to hours
- Higher strength compared to acrylates
- Greater longevity compared to silicates
- No suspended solids



GAPVAX **MC** SERIES COMBINATION JETVAC



LOOKING FOR A SINGLE AXLE? WE'VE GOT YOU COVERED!

- 4 - 8 cu. yd. debris body options available
- Most features and options offered in the tandem model are the same for the single. Talk to your sales rep to find out more!



G2X NEXT LEVEL PERFORMANCE

- Push-button operation with on-screen instruction
- Touch screen engagement from the front control box (optional in cab)
- Capability to move the front hose reel from inside the cab
- Smooth operation with joystick and wireless controls
- Dump and Washout functions on wireless controls
- Curbside dump capabilities
- Water and fuel consumption trackers, job card and more
- Complete system and chassis diagnostics

Ask about the G2X option for your MC Series Combo unit!



Your authorized
GapVax Dealer:



GapVax Gulf Coast
4510 Underwood Rd
La Porte, TX 77571
281-884-8658



Headquarters
575 Central Ave.
Johnstown, PA 15902
888-442-7829



GAPVAX **MC** SERIES COMBINATION JETVAC

GAPVAX MC SERIES COMBINATION JETVAC

Our MC series combination truck is built by the operator for the operator, making it ideal for contractors and municipalities alike.

The first thing you'll notice is our sturdy front hose reel. We will only build our hose reels on trucks with extended front frame rails supplied by the chassis OEM. Using extended rails for the hose reel base maximizes stability, slows bearing fatigue, and provides effortless control while operating.

It's not a coincidence that GapVax MC units have been shown to last longer and cost less to maintain than other brands. You can trace this longevity back to our full-length 6" steel subframe. This industry-leading subframe reinforces the chassis frame and minimizes frame flexing while driving or operating the boom. Building on a solid foundation reduces stress, dampens vibration, and enables components to last longer and perform better.

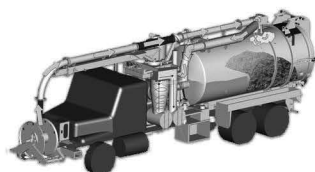
Unlike other brands, the GapVax water tank comes standard in 3/16" stainless steel. Plus, it's located well above the truck's frame, protecting it from the accidental scrapes and punctures that ultimately lead to water leaks.



BOOM SYSTEM:

- 8" Telescoping boom, with a 180° rotation
- Standard 9' extension, 26' reach from center
- Heavy duty dual lift cylinders
- Worm gear driven

8" TUBE IN TUBE BOOM



VACUUM SYSTEM:

- Positive displacement pump; 3,500 CFM, 16" Hg
- 500 HP transfer case with air-shift engagement
- Optional 4,000 CFM/27" Hg PD Blower

4,500 CFM, 18" HG PD BLOWER

FILTRATION:

- 10" Stainless steel floatball shutoff
- Centrifugal cyclone separator with full-opening door, 20" cleanout and removable vortex finder
- Washable, stainless steel vee wire screen (300 micron)

MULTI-STAGE FILTRATION



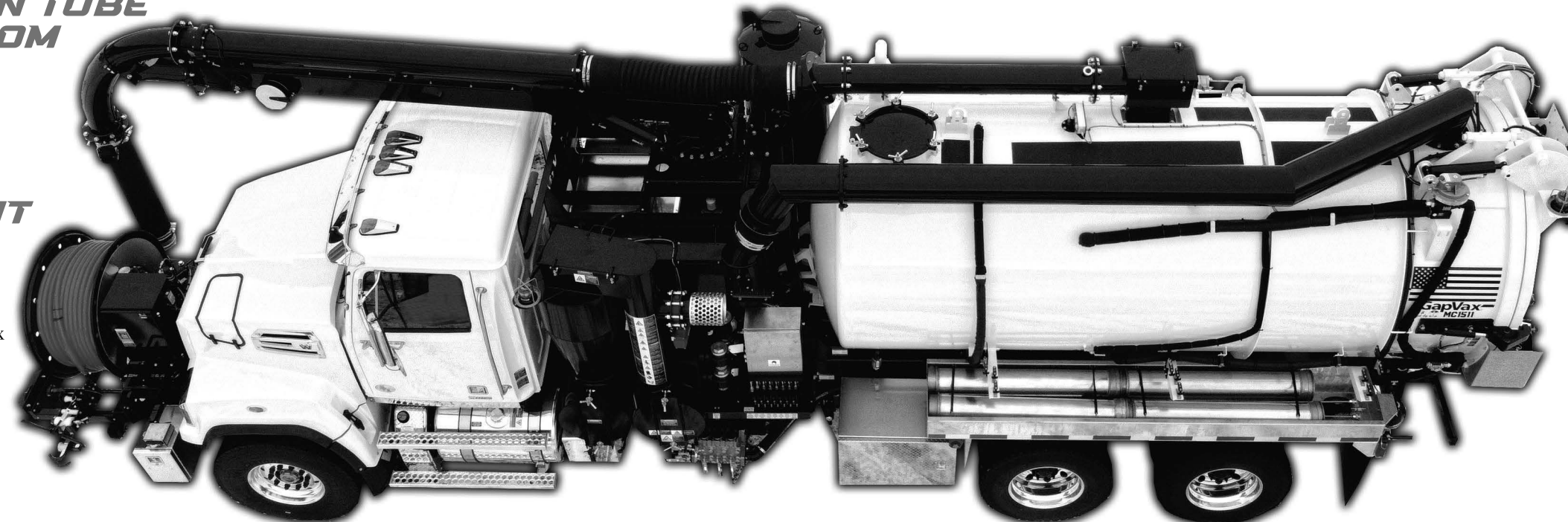
OTHER FEATURES INCLUDE:

- Mid-ship transfer case directs the power of the engine to the blower and hydraulic system
- Noise and vibration dampening mounts for blower
- Full length 6" subframe to reinforce strength and allow for tube trays

EXTENDED FRONT FRAME RAIL

FRONT HOSE REEL:

- 180° Rotation
- Hydraulically powered direct-drive gearbox
- 1"x800'; 1-1/4" x500'; or 3/4"x1,200' reel capacity
- Optional auto-level wind
- Fully enclosed control panel



OPTIONS:

- Stainless steel debris body
- HX package
- Pump-off systems
- Body flush-out system
- Interior coating in debris tank
- Lateral hose reel kit
- Hydraulic tool circuit
- Wireless remote/pendant
- Storage options
- Lighting options

*See website for complete listing
gapvax.com

80 GPM; 2,000 PSI

WATER SYSTEM:

- 500-2,000 gallon water tank capacity
- Stainless steel water tank
- Shaft-driven Tri-plex water pump
- Optional water pump flow up to 100 GPM and PSI up to 3,000



TOP LOADING BODY

DEBRIS BODY:

- 5-13 cu. yd. debris body options
- *Single axle configurations available
- Double acting lift cylinder that provides a stable 50° dump angle for fast unloading and easy clean-out
- Full opening tailgate with four fail-safe locks; locks are "field-adjustable" with a simple wrench



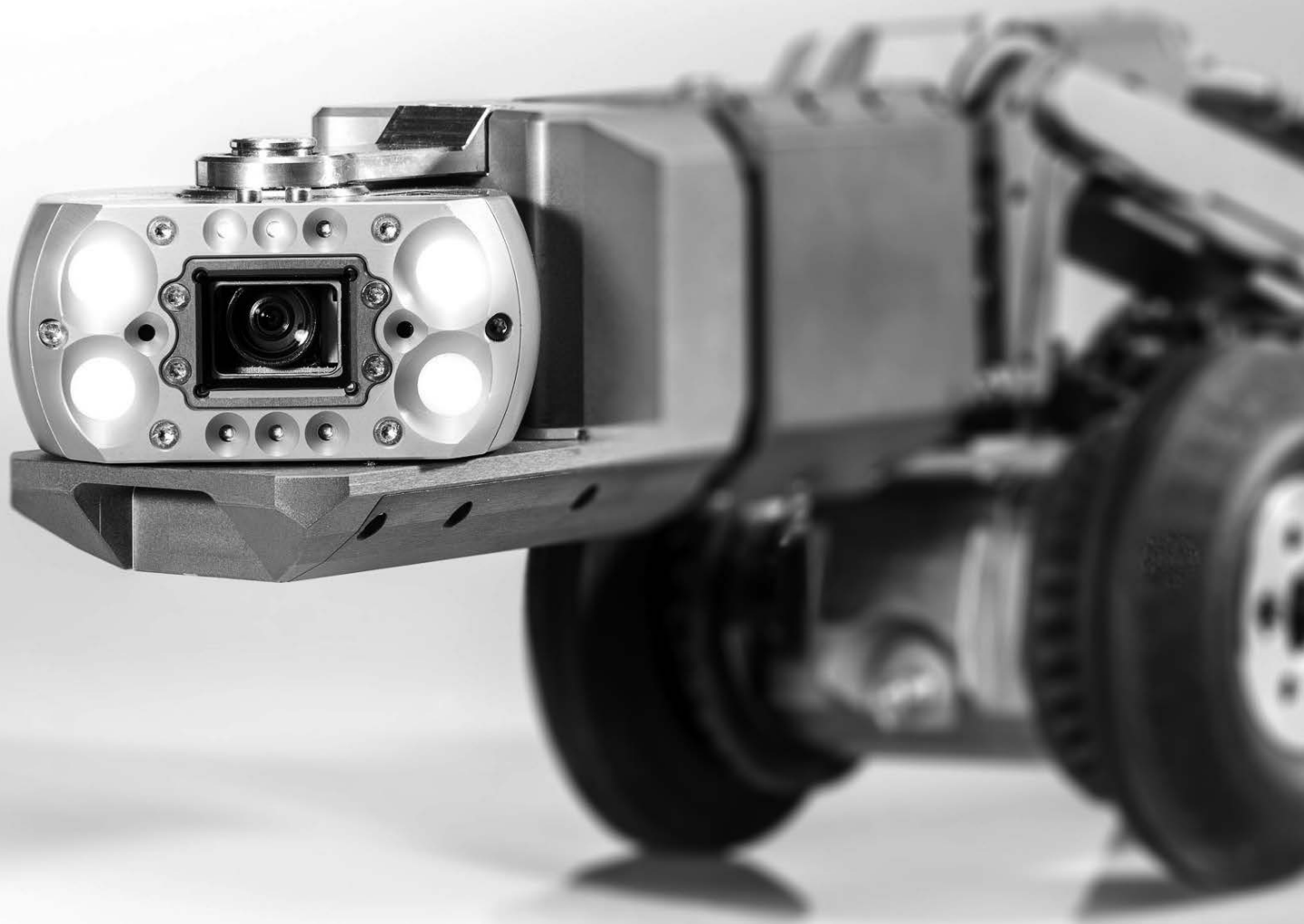
VERSATILE.

RELIABLE.

DURABLE.

*SPECS SUBJECT TO CHANGE WITHOUT NOTICE





RCA 4.0 Full HD

Next Generation CCTV Inspection



rausch **USA**
www.rauschusa.com

RCA 4.0 Full HD

Patent no: DE 10 2008 015 442 B4

CCTV Inspection from 4 inches to 98 inches

Lateral Launch System from 5.5 inches to 72 inches



The RCA 4.0 enables transmission in Full HD with a resolution of 1920X1080 pixels using copper cables instead of optical fibers. This is possible due to specially developed and patented VML technology. The result: Improved data inspection quality and reduced running cost based on simplified service requirements.



RCA 4.0 technology in the studio

- Digital CCTV technology in Full HD quality 1920 x 1080 pixels or MPEG4 with 720 x 576 pixels
- Ergonomic operating concept with desk for fatigue free working environment
- System control with industrial PC including a 15" touch screen and two multi-functional joysticks to control the camera and crawler
- User adjustable surface and joystick control
- Digital overlay technology to display readings and data in various country versions
- Display technology and adjustable text size and color
- 22" CCTV monitor in Full HD
- Serial bus system for the control of cable drums, crawlers, cameras and the Full HD Satellite System
- Ethernet connection for video and data exchange including a documentation PC and software
- Alternative recording in MPEG4 format is possible in case Full HD data quantities cannot be processed
- Available as Full HD version or as a system "Full HD prepared" for later upgrade



System highlights in the rear area

- Rear area fittings with passage way to the studio
- Water supply with hand wash basin
- Cable drum ELKA 600 HD including observation monitor, telescopic swivel arm and chain winch
- Cable length up to 1968 FT
- Cable drum Quadtro SAT HD
- Cable length 525 FT
- Push cable 130 FT
- Lateral Launch system for lateral inspections in Full HD

Options

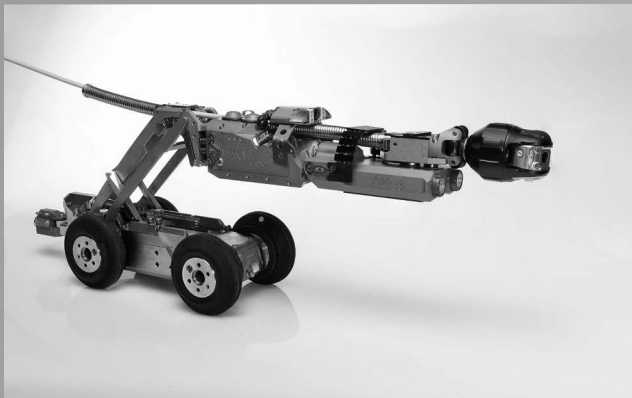
- Deformation measuring
- LATRAS for lateral tracking
- Pressure tests for leak testing of joints, pipe sections, branches and laterals
- Energy supply with lithium-ionbatteries



Crawler C 100 cross with camera KS 60 HD



Crawler C 135 with camera KS 135 HD



Modular Lateral Launch system M 135
Crawler C 135 with satellite system M 135 and
camera KS 60 HD
Application range from 5 inches to 48 inches
(with electric lift from 6 inches)



Modular Lateral Launch system M 200
Crawler C 135 with satellite system M 200 and
camera KS 60 HD Application range from 8 inches
to 72 inches (with electric lift from 8 inches)



LATRAS sensor head with camera KS 60 HD
and jetting system



Crawler C 135 with camera KS 135 Scan HD

www.rauschusa.com

Rausch Electronics USA
1686 Opportunity Ave.
Chambersburg, PA 17201

Phone: 717 709 1005
Toll Free: 877 Rausch1
Email: sales@rauschusa.com



rausch **USA**
Page 485 of 1084

2022-2023
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1064915
Receipt Number: 2100191
State License Number: CUC1225376

Account Expires: September 30, 2023

Location:
3494 SHEARWATER ST
NAPLES, FL 34117

EARTH VIEW LLC
MURRELL HOWARD J JR
3494 SHEARWATER ST
NAPLES, FL 34117

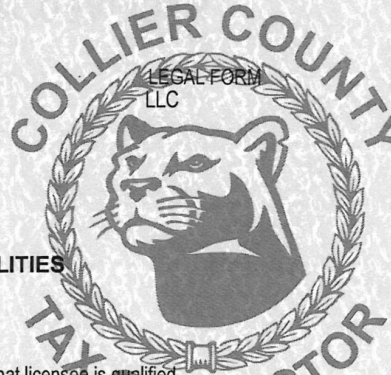
May engage in the business of:
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR-CERTIFIED
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:		
PAID	DP-00-00428656	09/16/2022
		\$ 50.00

COLLIER COUNTY BUSINESS TAX
COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertaxcollector.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2023**

BUSINESS TAX NUMBER: 040869

LOCATION: 3494 SHEARWATER ST
ZONED: COMM / PUD
BUSINESS PHONE: 434-5200
STATE OR COUNTY LIC #:



DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

EARTH VIEW, LLC

MURRELL, HOWARD JR
3494 SHEARWATER ST
NAPLES, FL 34117

DETECTION/MAPPING- UNDERGROUND UTILITIES

CLASSIFICATION: CONSULTANT

CLASSIFICATION CODE: 03602901

This document is a business tax only. This is not certification that licensee is qualified.
It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities
nor does it exempt the licensee from any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-

DATE	08/02/2022
AMOUNT	30.00
RECEIPT	502-23-00088603

Rob Stoneburner

State of Florida

Department of State

I certify from the records of this office that EARTH VIEW, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 3, 2004.

The document number of this limited liability company is L04000033407.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on February 7, 2022, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2022*



Ronald R. DeBevoise
Secretary of State

Tracking Number: 5120088342CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MURRELL, HOWARD J JR

EARTH VIEW, LLC
3494 SHEARWATER STREET
NAPLES FL 34117

LICENSE NUMBER: CUC1225376

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A Marsh & McLennan Agency LLC 222 Central Park Avenue, Suite 1340 Virginia Beach VA 23462	CONTACT NAME: Marsh & McLennan Agency LLC PHONE (A/C, No, Ext): 757-456-0577 E-MAIL ADDRESS: certificates@MarshMMA.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : Phoenix Insurance Company		25623
INSURER C : Travelers Prop & Casualty Co of America		25674
INSURER D : Evanston Insurance Company		35378
INSURER E : XL Specialty Insurance Company		37885
INSURER F : Travelers Indemnity Co of America		25666

COVERAGES**CERTIFICATE NUMBER:** 1745952369**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			DTC07N91352APHX22	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
F	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Comp various ☒ Coll various			8107N6721902226G	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000 aggregate
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP8N00458A2226	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC017931007	7/1/2022	7/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E D	Leased and Rented EQ Install Floater & CE Professional/Pollution			UM00030160MA22A MMAENV001943	7/1/2022 7/1/2022	7/1/2023 7/1/2023	\$500,000 DED \$2500 \$250,000/\$2500 DED Prof. \$2MM \$25K DED Cranes 5%/\$25kMIN Poll \$2M/\$4M Aggre

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDENDUM TO CONTRACT DOCUMENTS

RFP-23-03-UT

Addendum No.: 1

CONTRACT/PROJECT NAME: Disaster Management and Removal Services

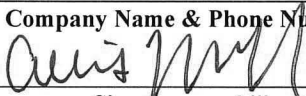
DATE OF ISSUE: October 29, 2022

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

CHANGE TO BID DOCUMENTS

(These changes apply to the entirety of the bid documents)

Attached is the updated bid documents that include the FEMA
Contract Provisions and Assurances

Please Print	Earth View, LLC	239-434-5200
	Company Name & Phone Number	
		
	Signature	Allison Murrell, President

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202



ADDENDUM TO CONTRACT DOCUMENTS

RFP-23-03-UT

Addendum No.: 2

CONTRACT/PROJECT NAME: Stormwater Maintenance and Repair

DATE OF ISSUE: November 10, 2022

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

Clarification

Due to the impact of Hurricane and lack of mail services to the Town, we will temporarily accept electronic bids via email sent to bids@fmbgov.com. They must be marked in the subject line “SEALED BID: RFP-23-03-UT”

Questions

Q: What is the Engineer's Estimate/budget?

A: The Town does not have a specified budget.

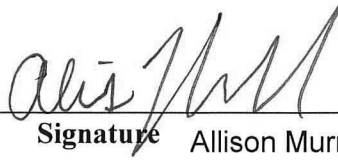
Q: Is there a bid bond? If so, are there liquidated damages?

A: No, this bid does not require a bid bond.

Q: Would you accept a copy of the bid documents on a USB thumb drive instead of the CD/DVD mentioned in the submission details?

A: Yes, The Town will accept a copy of the bid documents via USB thumb drive. Due to the impact of Hurricane and lack of mail services to the Town, we will temporarily accept electronic bids via email sent to bids@fmbgov.com. They must be marked in the subject line “SEALED BID: RFP-23-01-AD”

Please Print Earth View, LLC 239-434-5200
Company Name & Phone Number

A handwritten signature in black ink, appearing to read "Allison Murrell", is positioned above a horizontal line.

Signature Allison Murrell, President

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202



THE TOWN OF FORT MYERS BEACH



REQUEST FOR PROPOSAL

Stormwater Maintenance and Repair

FOR THE TOWN OF FORT MYERS BEACH

RFP-23-03-UT

Issued: October 29, 2022

Proposals Due: THURSDAY, November 17, 2022

2:00 p.m. EST

Prepared by:

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

TOWN OF FORT MYERS BEACH, FLORIDA
RFP-23-03-UT

The Town of Fort Myers Beach, Florida invites qualified firms to submit proposals to provide:

Stormwater Maintenance and Repair

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Fort Myers Beach, Florida (the "Town") will receive sealed proposals until **2:00 p.m.** (local), **Thursday, November 17, 2022** in Town Hall, 2525 Estero Boulevard, Fort Myers Beach, FL 33931.

The Town's contact person for this RFP is:

Contracts Manager
2525 Estero Boulevard
Fort Myers Beach, Florida 33931
Telephone: 239-765-0202
Email: Bids@fortmyersbeachfl.gov

RFP documents may be obtained via the Internet at the Town of Fort Myers Beach website at www.fortmyersbeachfl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Contracts Manager (an additional charge will apply). See Part II, Section H of the RFP for information regarding submitting a proposal.

This solicitation may be cancelled, or any or all bids or proposal may be rejected in whole or in part with our without cause.

Table of Contents

Part I	Statement of Work	1
A	Objective	1
B.	General Information	1
C	Scope of Work	2
D	Technical Requirements	4
E	Insurance and Licenses	4
Part II	General Information	5
A	Definitions	5
B	Invitation to Propose; Purpose	5
C	Contract Awards	5
D	Proposal Costs	6
E	Inquiries	6
F	Delays	6
G.	Pre-proposal Meeting	6
H	Proposal Submission	6
I	Proposal Format	7
J	Proposal – Procedural Information	9
K	Public Records	9
L	Irregularities; Rejection of Proposals	10
M	Evaluation Method and Criteria	10
N	Representations and Warranties	11
O	Town Contract	12
Exhibits	Forms	Page
	RFP Form A. Qualifications Statement	1
	RFP Form B. Reference Form	3
	RFP Form C. Price Proposal Form	4
	RFP Form D. Proposer's Certification	6
Appendix		
	Appendix A. _____	A-1

PART I - STATEMENT OF WORK

A. *OBJECTIVE*

The Town of Fort Myers Beach is a seaside community with a permanent population of about 6,000 that increases to approximately 40,000 during the winter season. The Town is approximately 7 miles long with the Gulf of Mexico to the west and the Estero Bay to the east. The Town seeks to hire a contractor to perform stormwater maintenance and repair.

B. *GENERAL INFORMATION*

The Town is seeking to enter into a three (3) year agreement with two (2) additional one (1) year optional extension periods.

59 – curb inlets
504 – catch basins (various types)
7 – junction boxes
6 – skimmer box
95 – major outfalls (6” up to 30”)
9.12 miles of drain pipe/48.178 linear feet – includes culverts (majority of pipe is rcp material)

C. *SCOPE OF WORK*

The Proposer shall furnish all materials, tools, supplies, heavy equipment, vehicles and labor necessary for the maintenance, repair and televising and video recording of all stormwater drains. The Proposer shall bear all costs associated with the Project.

Stormwater cleaning shall be performed with hydraulically propelled or mechanically operated cleaning equipment. Selection of equipment shall be based on field conditions, taking into account all relevant factors such as, by example and not limitation, type and quantity of debris to be removed, size of pipe, depth of flow and the like.

Television inspection and video recording of all sewer and storm drains shall be required for the documentation of various field conditions and activities as directed by the TOWN’s representative.

Stormwater pipe joint sealing shall be accomplished by the injection of chemical sealing materials into and/or through the joints from within the pipe.

The DELIVERABLES shall include the cost of:

1. Meetings with Town staff to discuss Stormwater drain repair reports.
2. A written report and a DVD outlining all findings and containing a video recording of all Storm Drains.

D. TECHNICAL REQUIREMENTS

Minimum Requirements

In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:

- 1)The Proposer shall be authorized to do business in Florida and Lee County.
- 2)The Proposer shall have a minimum of (3) Years' Experience in the Storm Drain Cleaning Industry.
- 3)The Proposer shall have verified references from the past (2) Years' or present contracts for services similar to the services requested herein.

Means and Methods of Work

High-velocity jet (hydro cleaning) equipment: all high-velocity/storm cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel, with a minimum of 600 feet of jet hose.

During storm cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the storm line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. The Town of Fort Myers Beach will provide the fire hydrant and The Proposer will be required to pay for the water usage. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the TOWN'S representative. The equipment shall be capable of moving dirt, grease, rocks, sand, and other materials and obstructions from the stormwater drains. If cleaning of an entire section cannot be successfully performed, the equipment shall be set up on the other end and cleaning again attempted. If successful cleaning cannot be performed or the equipment fails to traverse the entire pipe length proposed for cleaning, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

Roots shall be removed in the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to ensure almost complete removal of roots from the joints. Any roots which could prevent the seating of the packer or could prevent the proper application of chemical sealants shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines, winched using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment may be used at the option of the Proposer.

To aid in the removal of roots and at the option of the Proposer, sections that have root intrusion may be treated with an approved herbicide. The application of the herbicide to the root shall be done in accordance with the manufacturer's recommendations and specifications and in such a manner to preclude damage to surrounding vegetation. Any damaged vegetation so designated by the TOWN shall be replaced by the Proposer at no cost to TOWN. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream inlet or junction box of the section being cleaned. Passing material from section to section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

All debris, whether solids or semisolids, resulting from the Work shall be removed from the site and disposed of by the Proposer in a legal and sanitary manner. Under no circumstances will the Proposer be allowed to accumulate debris on the Work site or in the area of the Work.

Televising: Proposer shall be capable of televising, recording and cleaning of stormwater pipes a minimum of 500 feet in length.

After cleaning, the sections shall be visually inspected by Proposer by means of closed-circuit television. The inspection will be done one section at a time and the flow in the section being inspected will be suitably controlled as specified.

The closed circuit television ("CCTV") camera system used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the CCTV camera shall be suitable to allow a clear bright sharp picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The CCTV camera, television monitor, and other components of the video system shall be capable of producing picture quality with a minimum of 460 lines for camera and 500 lines for monitor, with the line resolution free from distribution or any form of picture imperfection to the satisfaction of the TOWN; and if unsatisfactory, equipment shall be removed and no payment will be made for an unsatisfactory inspection. All of the CCTV and video system equipment shall be no older than five years old.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the storm line condition. In no case will the CCTV camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer/storm conditions shall be used to move the camera through the sewer/storm line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Proposer shall set up the equipment so that the inspection can be performed from the opposite end. On lines which have sags or dips, to an extent that the CCTV camera lens becomes submerged for three (3) or more feet during the television inspection, the Proposer shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through squeegees and/or sponges shall be performed until the CCTV camera lens will no longer be submerged, except that this requirement may be waived by the TOWN if the water in which the camera lens is submerged is clear enough to allow the identification of pipe defects, cracks, holes and location of service connections.

Acceptance of stormwater drain cleaning shall be upon the successful completion of the television inspection and shall be to the satisfaction of the TOWN. If any inspection shows the cleaning to be unsatisfactory, the Proposer shall be required to re-clean and re-inspect the stormwater drain until the cleaning is shown to be satisfactory to the Town.

When manually operated winches are used to pull the camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure good communications between members of the crew.

The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpretation for depth will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the TOWN'S representative.

Television inspection logs: printed location records shall be kept by the Proposer and shall clearly show the location in relation to an adjacent inlet or junction box of each problem area observed during inspection. In addition, other points of significance such as locations of unusual conditions, roots, storm sewer/storm connections, broken pipe, presence of scale and other discernible features shall be recorded and a copy of such records shall be supplied to the TOWN.

Video Recordings: the purpose of video recording shall be to supply a visual and audio record of problem areas. Video recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features shall be supplied by the PROPOSER. Recordings shall be provided to the Town on DVD disks (2 copies) in protective hard plastic cases. All of the DVD disks shall become property of the TOWN.

Barnacle cleaning at storm drainage outfalls: When requested, the Contractor shall clean the barnacles from the designated pipe outfall extending 10 feet upstream from the outfall outlet point. Care shall be taken during the cleaning not to damage the existing pipe. Contractor is responsible for the means and methods to clean the barnacles to the satisfaction of the TOWN representative.

E. **INSURANCE AND LICENSES**

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

1. Workers' Compensation Insurance to comply for all employees for statutory limits in compliance with the applicable State and Federal laws;
2. Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
3. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000;
4. Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFP. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Fort Myers Beach as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change or adequate protection of the Town is not presented. Proposer, by submitting a Proposal, agrees to abide by such modifications.

F. **E-Verify. As a condition precedent to entering into this AGREEMENT**, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

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 (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract.

The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

END OF PART I

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

PART II: RFP GENERAL INFORMATION

A. **DEFINITIONS**

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Fort Myers Beach, Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact Person for the purpose of this RFP shall mean:

Contracts Manager
2525 Estero Boulevard
Fort Myers Beach, Florida 33931
Telephone: 239-765-0202 ext. 1401
Email: bids@fortmyersbeachfl.gov

B. **INVITATION TO PROPOSE: PURPOSE**

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. **CONTRACT AWARDS**

The Town Council anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Council approval, if applicable) and the successful Proposer.

D. **PROPOSAL COSTS**

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. **INQUIRIES**

The Town will not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this RFP to the attention of the Contracts Manager at

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

bids@fortmyersbeachfl.gov. Please mark the correspondence “RFP-23-03-UT QUESTION”.

The Town will respond to written inquiries received no later than 7 working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. **DELAYS**

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. **PRE-PROPOSAL MEETING** No pre-proposal meeting is scheduled.

H. **PROPOSAL SUBMISSION**

Submit one (1) original and four (4) identical copies of the complete proposal, and an electronic copy of the same as a PDF on CD/DVD. Proposals must be submitted by mail or in person to Town of Fort Myers Beach, Town Hall, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, not later than **2:00 PM Eastern Standard Time, on Thursday, 17, 2022.**

All Proposals shall be in a sealed envelope clearly marked – “**Stormwater Maintenance and Repair, RFP-23-03-UT**”. For proper identification, Respondent’s complete name and address shall also appear on the exterior of the proposal package.

Proposals submitted after the specified time and date will not be considered and will remain unopened. Proposals received by telephone, telegraph and/or e-mail will not be accepted.

Proposals will be opened day, **Thursday, 17, 2022** at Town Hall, Council Chambers, 2525 Estero Boulevard, Fort Myers Beach, FL 33931. The Town’s selection meeting dates, if applicable, will be posted at Town Hall and/or listed on the Town website at www.fortmyersbeachfl.gov or contact the Town (239) 765-0202 ext. 1401.

It is the Respondent’s responsibility to insure the proposal is mailed or delivered by the due date. The Town will not be held responsible for proposals delayed by the U.S. Mail or any other courier. The Town shall not be held liable for any expenses incurred by the Respondent in preparing and submitting the proposal and/or attendance at any interviews, contract negotiations or site visits.

I. **PROPOSAL FORMAT**

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal (Statement of Qualifications)
This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. Title Page
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. Table of Contents
Include a clear identification of the material by section and by page number.
4. Organization Profile and Qualifications
This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided. This section shall also include a list of equipment the Proposer proposes to use to perform the Work in accordance with the requirements of this RFP.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

9. Addenda (if applicable)

The Proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Proposer should include a signed copy of each addendum in the proposal package.

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

J. PROPOSAL – Procedural Information

1. **Interviews:**

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. **Request for Additional Information:**

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. **Proposals Binding:**

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120 day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. **Alternate Proposals:**

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. **Proposer's Certification Form:**

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, AMY@FORTMYERSBEACHFL.GOV, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation criteria may include, but is not limited to, consideration of the information required in this RFP and the following factors:

- A. ability to meet set standards;
- B. availability of qualified personnel;
- C. compensation;
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. related experience in Florida;
- K. technical soundness of proposal;
- L. past history of meeting required time frames; and
- M. approach to work.

2. **Selection**

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection advisory committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Council and the Town Council shall make a final award. The Town Manager, the Committee or the Town Council may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. **REPRESENTATIONS AND WARRANTIES**

In submitting a proposal, Proposer warrants and represents that:

- 1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
- 2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
- 3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
- 4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Lee County business tax receipt number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

Town of Fort Myers Beach RFP-23-03-UT

12. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Proposer: _____

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

- Page 516 of 1084

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM**Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.*****THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

Storm Drain	Linear feet for evaluation purposes only	Price Per Foot	OR Hourly Rate
Televis 10" to 15" Storm Drain	16,000		\$____/Hour
Televis 18" to 24" Storm Drain	16,000		\$____/Hour
Televis 30" to 42" Storm Drain	16,000		\$____/Hour
Clean 10" to 15" Storm Drain	16,000	\$	\$____/Hour
Clean 18" to 24" Storm Drain	16,000	\$	\$____/Hour
Clean 30" to 42" Storm Drain	16,000	\$	\$____/Hour
Total	200,000	\$	\$____/Hour
Outfall Barnacle Removal	Outfall numbers are for evaluation purposes Only	Price Per Outfall	OR Hourly Rate
Remove Barnacles 30" to 42" Storm Drain	29	\$	\$____/Hour
Remove Barnacles 10" to 29" Storm Drain	30	\$	\$____/Hour
Total	59	\$	\$____/Hour
Total Project Cost: \$_____			

Instructions: Show the project cost for each deliverable your firm will provide per the requested

Town of Fort Myers Beach RFP-23-03-UT

scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable.

The Total Unit Price Cost shall include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

The Total Unit Price Cost shall include the cost of:

1. Meetings with Town staff to discuss Stormwater Drain repair reports.
2. A written report and a DVD outlining all findings and containing a video recording of all Stormwater Drains.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, linear foot rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate/Per Linear Foot Rate</u>
Add rows as necessary	

By: _____

Date: _____

Name: _____

Title: _____

Town of Fort Myers Beach RFP-23-03-UT

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under

Town of Fort Myers Beach RFP-23-03-UT

oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the County with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The County and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The County shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/County/permittee/engineering consultant.** The County's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the County's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The County shall provide access to any location or facility on which County is performing work, or storing or staging equipment, materials or documents.
- ii. The County shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The County shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																
		DBE?	Y	N																	
		MBE?	Y	N																	
		WBE?	Y	N																	
		SDB 8A?	Y	N																	
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT																
					PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
ETHNICITY	CODE																				
Black American	BA																				
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Subcont. Asian American	SAA																				
Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY COLLIER COUNTY																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:					DATE																

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

1. **Requested Motion:**

Meeting Date: January 9, 2023

Accept the Town Managers recommendation to approve the Selection Advisory Committee's rankings in response to RFP-23-07-AD, "Disaster Recovery and Mitigation Consulting Services for incidents and Events", and directing the Town Manager to enter into negotiations with Tidal Basin, the top ranked respondent.

The Selection Advisory Committee's top 3 ranking recommendations:

1. Tidal Basin
2. Witt O'Brien's
3. Synergy Disaster Recovery

Why the action is necessary:

The Town Council needs to review and approve the Selection Advisory Committee's/Town Manager's ranking recommendations and make a selection.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

RFP-23-07-AD was issued to solicit proposals for a Disaster Recovery consultant in response to Hurricane Ian. The Town received 9 proposals. The Selection Advisory Committee reviewed the proposals on Tuesday, January 3, 2023 and voted to recommend to the Town Manager the top 3 firms were Tidal Basin, Witt O'Brien and Synergy Disaster Recovery.

Attachments:

1. Synergy Disaster Recovery
2. Tidal Basin
3. Wiit O'Brien's

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Yadzia Roa, Deputy Town Clerk/Contracts Manager
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 1/4/2023
Approved - 1/4/2023
Approved - 1/5/2023
Final Approval - 1/5/2023

TOWN OF FORT MYERS BEACH

RFP-23-07-AD
DISASTER RECOVERY AND MITIGATION
CONSULTING SERVICES FOR
INCIDENTS AND EVENTS



CONTENTS

TITLE PAGE.....	1
COVER LETTER	2
REQUIRED FORMS	5
Business References.....	5
PROOF OF MINIMUM REQUIREMENTS.....	12
STATEMENT OF QUALIFICATIONS	17
1. QUALIFICATIONS	17
Synergy Team.....	17
Past, Present & Pending Legal Proceedings.....	18
Organizational Chart	19
Resumes	19
2. APPROACH	57
Program Management & Administrative Plan	57
Quality Assurance/Quality Control (QA/QC)	58
Public Assistance Process Phases.....	60
Phase 1: Preparedness	61
Phase 2: Pre-Obligation (Grant Formulation)	61
Phase 3: Post-Obligation (Grant Management)	63
Hazard Mitigation (404/406)	66
3. EXPERIENCE	67
Past Performances	67
4. CAPACITY TO PROVIDE REQUESTED SERVICES	76
5. OTHER INFORMATION	77
Other Long Term Recovery Support.....	77
Community Development Block Grant – Disaster Recovery (CDBG-DR)	78
Economic Development Services	78
Florida Recovery Obligation Calculation (F-ROC)	79
Synergy's PA Playbook.....	79
6. Cost	80

COVER LETTER

December 27, 2022

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

After making landfall, Hurricane Ian crossed through south central Florida, causing historic flooding in Florida's heartland. The Town of Fort Myers Beach ("The Town") sustained extensive damage with some estimates putting 97% of its structures as damaged or destroyed as it dealt with up to 18 feet of storm surge.

We at **Synergy Disaster Recovery (Synergy)** understand that the road to recovery is a long and arduous one. Decisions will have to be made by community leaders that will impact both short- and long-term recovery goals. Analyzing multiple funding sources, such as FEMA Public Assistance, CDBG-DR, or Economic Development Assistance Grants, to understand how they can be stacked and leveraged with one another to meet your community's recovery plan will be critical. The **Synergy Team** will join your efforts and ensure that leadership is armed with the best information available to make informed decisions throughout your recovery process.

Synergy has been assisting Florida communities, public agencies, and counties with their recovery over the past seven years, including hurricanes Ian, Michael, Irma, Matthew, and Hermine. It is with this intention that we are pleased to submit our proposal for your consideration.

Why Synergy?

Fort Myers Beach is our #1 Priority. Unlike other disaster recovery firms who have multiple commitments as Prime Consultant to other Hurricane Ian impacted communities, Synergy only has one other client, Columbia County, which was minimally affected by Hurricane Ian in north Florida. As such, the Town can rest assure that it is getting our "A-Team" for its recovery efforts.

We are collaborative and know Florida. **Synergy** is built on relationships. Developing effective relationships with our team, clients, and partners is one of our top and initial priorities. **Synergy's** goal is to streamline communication and engage all players ensuring the Town has a personalized approach in their recovery from Hurricane Ian.

Synergy collectively and staff independently have developed and maintained crucial relationships with both FEMA and FDEM counterparts. Our team will be led by **Joseph Gross, PMP**, as your Project Manager, and **Tracy Doyle**, Subject Matter Expert, both of whom have been instrumental in recovery projects throughout the state of Florida since

Hurricane Matthew. Both have worked directly with **FDEM** in developing many of the expedited funding opportunities that are being offered throughout the state today.

A team built to support your short- and long-term recovery needs. **Synergy** has assembled a team of professionals to meet any demands the Town may have for both its short- and long-term recovery efforts. Team Member, **GrantWorks**, has an extensive history with economic development programs and has successfully managed over \$8 billion in projects, over a span of 40 years, to **build stronger, smarter, and more resilient communities**. Offering a full range of technical and management services (discussed further under the "Other Information" section of our proposal), **GrantWorks** has been supporting economic development projects that include: 1) Main Street Development, 2) Strategic Planning, 3) Infrastructure (new and improvements), 4) Economic Recovery & Resilience, 5) Workforce Development, 6) Environmentally Sustainable Economic Development.

We are "Setting the New Standard" in disaster recovery. We deliver results quickly and our projects hold up through closeout and audits. Utilizing our "SynTrax Recovery Process" discussed later in this proposal, helps our clients get reimbursed faster. Some of our previous success stories in Florida include: having the "first" Project Worksheet (PW) obligated, the **"first" Category A-Debris PW Obligated, and the "first" Request for Reimbursement (RFR) paid in the state for Collier County during Hurricane Irma**. This success was carried over to Bay County during Hurricane Michael recovery, where the county received payment of **over \$150M for their debris operations costs, just 12 months after the incident**.

LOCAL OFFICE		HEADQUARTERS / MAILING ADDRESS	
16126 Emerald Estates Dr. Weston, FL 33331		2730 Bristlecone Ct Lafayette, CO 80026	
TAX ID	84-3533519	DUNS #:	121193370
TELEPHONE NUMBER	WEBSITE	EMAIL	
(954) 465-8084	www.Synergy-DR.com	ADuart@Synergy-DR.com	

As the authorized representative for **Synergy Disaster Recovery**, I, Andre Duarte, acknowledge that (i) our Response is based on the terms set forth in the FRP and all amendments thereto posted on Buyer's website as of the date of the Response, and (ii) Synergy will be responsible for monitoring the Buyer's website for subsequent amendments and for either maintaining, amending, or withdrawing the Response, prior to the Response Due Date based on those subsequent amendments.

Thank you for this opportunity to present our qualifications for this proposed work. We look forward to your favorable selection.

Sincerely,



Andre Duarte,

REQUIRED FORMS

Business References

Please see **3. EXPERIENCE | Past Performance** for business references.



ADDENDUM TO CONTRACT DOCUMENTS

ITB-23-07-AD

Addendum No.: 1

CONTRACT/PROJECT NAME: Disaster Recovery and Mitigation Consulting
Services for Incidents and Events

DATE OF ISSUE: December 22, 2022

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

Clarifications

Disregard the “ Anticipated Total NTE” amount under the
Schedule of Proposed Prices/Rates

Questions

The following questions were received:

Q: Is there an incumbent?

A: **Yes, there is.**

Q: If there is an incumbent, can the Town provide the rates?

A: **The current incumbent was brought in by a third party.**

Q: Is this for active work or is it a standby contract?

A: **This is for both active work and standby.**

Q: Section 1.4, Minimum Requirements for Contractor, Items 2 and 4 (Page 3) requires that respondents provide a list of organizations and point of contact for 3 years of experience. Given that our firm has worked many such projects over this time period, can we provide points of contacts for just the most relevant projects (e.g., recent projects or just those in Florida)?

1 | Page

A: Yes, you can provide points of contacts for the most relevant projects.

Q: RFP Section 2.3, "Format/Content of Responses", item H (Page 6) states that "price offerings shall be inclusive of all costs." However, Form 1 (Price sheet), Page 42, indicates that "Travel expenses such as lodging and per diem should not be part of the hourly rates above." Please confirm that the hourly rates provided on the price sheet will include overhead and fee, but that travel expenses can be billed separately at cost with no markup in accordance with FEMA guidelines.

A: Travel expenses must follow the FEMA guidelines.

Q: Form 1 (Price sheet), Page 42, indicates a line item for "Anticipated Total NTE." Given that only hourly rates are being provided (and not level of effort), please confirm that we may leave that line blank.

A: Please see the clarification above.

Q: Can the Town please confirm which forms are required for 3: Attachments? C & E show as "required" but there are no options for signature.

A. Acknowledgement of those can be mentioned in the cover letter.

Q: Section 3: Experience : *"Provide a list of completed projects that are similar in nature and scope with references to include a contact person, position, email address and telephone number. The points of contact listed in this section will be selected at random for Section 5: References."* Section 5 per the RFP is to be titled "Other Information." Is there a business reference form that is to be included? If so, will the Town be providing that?

A. There is no reference form, the Town does not have a reference form

Q: Section 4, Proof of Minimum Requirements, Sub-Grantee Experience states to provide *"Three years of documented experience within the last five years working with sub-grantees..."* Is the Town seeking three years or 5 years of experience?

A. The Town is seeking documented experience within the last five years.

Q: Attachment C – Required Federal Affirmative Steps & Attachment E Federal Funding Provision are both listed as "require forms" but do not have a signature line. Can the firm's "acknowledgement" of the terms set forth in the RFP in our cover letter suffice as acknowledgment of those forms for our response?

A. Acknowledgement of those forms can be mentioned in the cover letter.

Q: Can our response include additional positions under "Form 1 – Price Sheet" for the Town consideration to assist with any long term economic recovery needs in the future?

A. Yes, the firm can include additional positions.

Q. Under Form 1 – Price Sheet the town is requesting a “Not to Exceed Amount.” This is difficult to do not knowing the Town's current damage estimates. Will the town accept the following response: “5% of total damages, or to be negotiated based on award and Town's desired needs”?

A: Please see the clarification above.

Please Print Synergy Disaster Recovery LLC | 954-465-8084

Company Name & Phone Number


Signature

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202

Consulting Services

RFP-23-07-AD

Federal Form 1

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Disaster Recovery & Mitigation Consulting Services for Incidents & Events

Name Project Name _____

Title Project Number RFP-23-07-AD

Firm Tax ID Number 84-3533519

Street Address DUNS Number 121193370
2730 Bristlecone Ct, Lafayette, CO 80026

The town, State, Zip

Signature  Date 12/19/2022

-37-

Consulting Services

RFP-23-07-AD

FORM 2

CONFLICT OF INTEREST CERTIFICATE

RFP No. 23-07-AD

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the town or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.


Signature

Andre Duarte, President
Name of Official (Type or Print)

Synergy Disaster Recovery LLC

Company Name

2730 Bristlecone Ct

Business Address

Lafayette, CO 80026

The town, State, Zip Code

SECTION II

I hereby certify that the following named the town official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, Lee County Florida, prior to bid opening.

Name	Title or Position	Date of Filing
------	-------------------	----------------

<u>N/A</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>


Signature

Andre Duarte, President
Name of Official (Type or Print)

Synergy Disaster Recovery LLC

Company Name

2730 Bristlecone Ct

Business Address

Lafayette, CO 80026

The town, State, Zip Code

-43-

Consulting Services

RFP-23-07-AD

Federal Form 2
CERTIFICATION REGARDING LOBBYING

The undersigned (Vendor/Contractor) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor/Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Synergy Disaster Recovery LLC

Contractor (Firm Name)



Signature of Contractor's Authorized Official

Andre Duarte, President

Name and Title of Contractor's Authorized Official

12/19/2022

Date

-38-

PROOF OF MINIMUM REQUIREMENTS

1. *The Contractor shall provide current proof of all business licenses required by local, state, and federal law as applicable.*

Please see Sunbiz Report below

2. *Three years of documented experience working under the requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act including the authorized alternative procedures for the FEMA Public Assistance Program in grantee or sub-grantee management and administration of State and FEMA Public Assistance Grant Programs. Provide a list of organizations and a point of contact for each.*

Please Section 3. Experience | Past Performances

3. *Three years of documented experience within the last five years working with sub-grantees with a damage claim more than \$25,000,000 or of similar projects of size and scope to the Town. Provide a list of organizations and a point of contact for each.*

Please Section 3. Experience | Past Performances

4. *Three years of documented experience working with FEMA Section 404 Hazard Mitigation Grant Program (MHGP) and FEMA Section 406 Public Assistance Program funds. Provide a list of organizations and points of contact for each.*

Please Section 3. Experience | Past Performances

5. *The Consultant or Firm will provide resumes for the Project Manager/ team that will be assigned to the town of Fort Myers Beach for review and approval.*

Please Section 1. Qualifications | Resumes

6. *The Consultant or Firm must have the ability to obtain and maintain liability insurance as required by the Town of Fort Myers Beach and must submit with their response, a signed affidavit from their insurance provider stating they can provide all required coverage at the levels required by the RFP.*

Please see Certificates of Insurance below

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SYNERGY DISASTER RECOVERY LLC

Filing Information

Document Number P19000089056
FEI/EIN Number 84-3533519
Date Filed 11/18/2019
Effective Date 01/01/2020
State FL
Status ACTIVE

Principal Address

2730 BRISTLECONE CT
LAFAYETTE, CO 80026

Changed: 06/16/2022

Mailing Address

2730 BRISTLECONE CT
LAFAYETTE, CO 80026

Changed: 06/16/2022

Registered Agent Name & Address

DOYLE, TRACY
3938 Edgewater Dr
TALLAHASSEE, FL 32310

Address Changed: 03/29/2021

Officer/Director Detail

Name & Address

Title P

Duart, Bethany
2730 Bristlecone Ct
Lafayette, CO 80026

Title VP

DUART, ANDRE

2730 Bristlecone Ct
Lafayette, CO 80026

Title TRE

GROSS, JOE
1360 VIVIAN ST
GOLDEN, CO 80401

Annual Reports

Report Year	Filed Date
2021	03/29/2021
2022	07/15/2022

Document Images

07/15/2022 -- ANNUAL REPORT	View image in PDF format
03/29/2021 -- ANNUAL REPORT	View image in PDF format
11/18/2019 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 777 SW 37th Avenue, Suite 500 Miami FL 33135	CONTACT NAME: Carrie Worley PHONE (A/C, No, Ext): 305-444-2324 FAX (A/C, No): 305-444-1974 E-MAIL: carrie.worley@hubinternational.com ADDRESS:														
INSURED Synergy Disaster Recovery, LLC 2730 Bristlecone Ct, Lafayette CO 80026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Starstone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Starstone Specialty Insurance Company	44776	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 1108680295** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			K80810220AEM	1/4/2022	1/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$			
A	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ AUTOMOBILE LIABILITY			K80810220AEM	1/4/2022	1/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$			
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0 Umbrella Liability			K80812220AEM	1/4/2022	1/4/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			
A	Contractor Pollution Liability Professional Liability			K80810220AEM	1/4/2022	1/4/2023	Aggregate Aggregate 2,000,000 2,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER PROOF OF INSURANCE ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

Acc#: 2900221

DATE (MM/DD/YYYY)
1/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365 PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Indemnity Insurance Co. of North America</td> <td>43575</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Indemnity Insurance Co. of North America	43575	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED SYNERGY DISASTER RECOVERY LLC 2730 BRISTLECON CT LAFAYETTE, CO 80026-8006															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
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	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		C70042654	10/23/2021	10/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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STATEMENT OF QUALIFICATIONS

1. QUALIFICATIONS

Synergy Team

Synergy's ethos is "**Setting the Standard in Disaster Recovery.**" Our staff has consistently been recognized throughout the industry as strategic leaders and innovative thinkers. We pride ourselves on treating every disaster relief effort as the unique situation that it is. The team constantly seeks to deploy creative solutions to optimize the outcome of each project. You can expect clear, consistent communication from a staff that values relationships and exceptional customer care.

The **Synergy Team** includes:



Synergy Disaster Recovery LLC specializes in innovative disaster recovery solutions that provides essential resources to state and local governments to prepare for and recover from disasters. With a **local office in Weston, FL**, our staff includes former public agency and private sector emergency management professionals who have overseen billions of dollars in recovery projects nationwide and have over a hundred years of combined experience.

Established in 2019 as a certified woman-owned business in the state of Colorado, Synergy specializes in all areas of disaster grant management services with a focus with a focus on FEMA Public Assistance (PA); FEMA Hazard Mitigation Grant Program (HMGP); Community Development Block Grant Disaster Recovery and Mitigation (CDBG-DR and CDBG-MIT); Natural Resources Conservation Service Emergency Watershed Protection (NRCS EWP) Program and other disaster planning and recovery related grants. Our team's in-depth disaster recovery grant experience allows us to provide our clients with leading-edge knowledge and processes tailored to suit your community's specific needs.

GrantWorks Since its founding in 1979, GrantWorks has successfully assisted over 450 state, county, and city government entities design and deliver a wide range of successful federal and state-funded disaster recovery, mitigation, resilience, and community development programs. Today, with a

national workforce of over 370 professionals, GrantWorks has developed into one of the nation's leading providers of disaster recovery, community and economic development, housing, infrastructure, planning, transportation, and coastal protection grant and program management services for state and local governments. GrantWorks has secured and administered \$8 billion in assistance while helping hundreds of our nation's affected communities become stronger, smarter, and more resilient.



CMTS provides program and construction management, inspection, commissioning, project controls, value engineering, ADA compliance support, constructability/construction document review, quality control/assurance, contract administration, and stakeholder coordination. Since its inception 1984, CMTS has been an Owner's Representative construction services firm and has managed over \$37 billion in construction projects. With a regional office in Portland, Oregon CMTS is a certified Disadvantaged, Minority- and Veteran-Owned Business (DBE, MBE, VOSB).



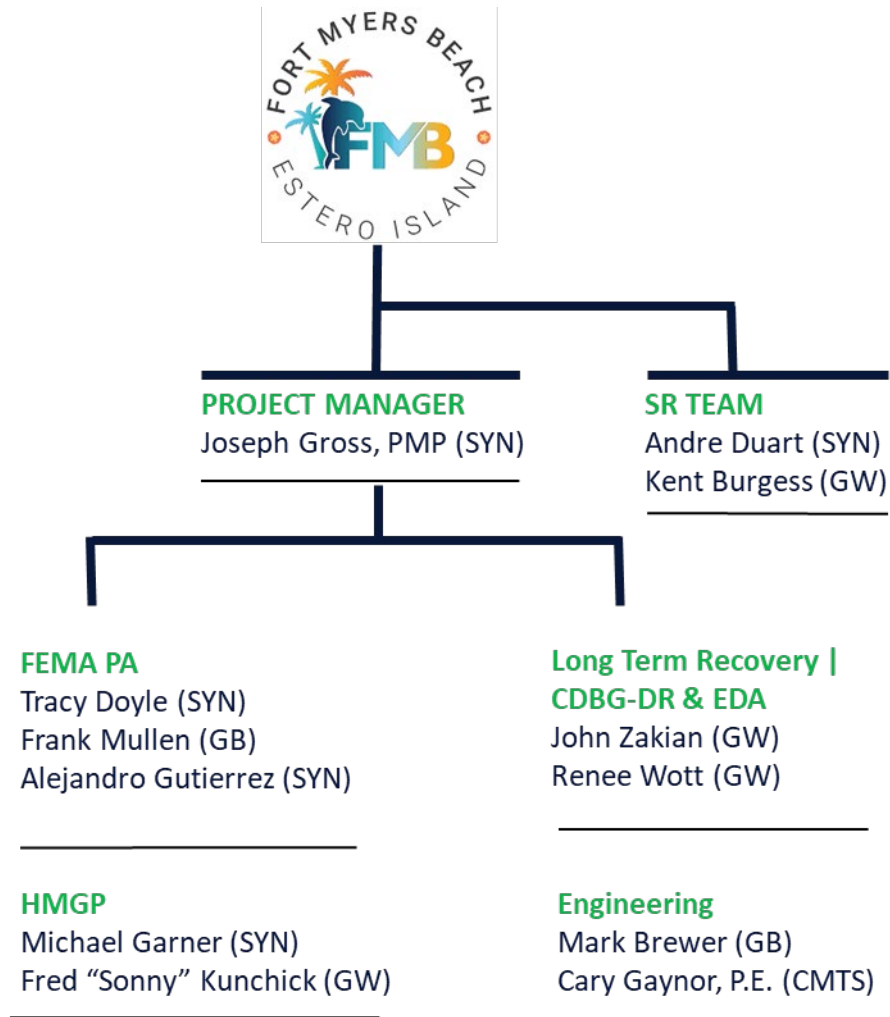
Goldbelt Glacier Health Services Goldbelt Glacier has managed the financial operations for numerous federal grant administration programs including procurement processes, accounting & reporting for FEMA's Public Assistance Programs and Individual Assistance Programs. In total, the Goldbelt Team has managed billions of dollars of federal funding. We are uniquely qualified to oversee Disaster Recovery, Health Care Settlements, Insurance Claims Services, COVID-19 services, Fraud Auditing & Investigations, and Housing/Rental Assistance Programs and the HHPD grant program.

Past, Present & Pending Legal Proceedings

Synergy Disaster Recovery and its principals have never had:

- Any judgements claims, arbitration proceeding or suits pending or outstanding against them.
- Ever failed to complete work or provide the goods for which we have been contracted.
- Been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, good or construction services similar to those requested in the specifications with private or public entities.
- Ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services.

Organizational Chart



Resumes

Resumes for key staff are below.

Joe Gross, PMP

Project Manager

PROFESSIONAL PROFILE

Mr. Gross has experience with more than 20 declarations, assisting clients recover from floods, fires, hurricanes and other events nationwide. He brings vision, creativity and technical acumen to facilitate efficient and expedited recovery, saving clients tens-of-millions of dollars. Mr. Gross has played a critical part in establishing Synergy Disaster Recovery as an industry leader in Emergency Management around the country, presenting at numerous conferences and has contributed to white papers and working groups helping shape federal and state policy.



PROJECT EXPERIENCE

Various Clients - Disaster Recovery/Debris Monitoring – Nation-wide: Project Executive, SME 2017 – Present

- Providing technical assistance and oversight for response and recovery activities for tornadoes, floods, hurricanes and fires
- Providing technical assistance for COVID-19 related response and recovery activities and plans
- Creating resources and tools to aid in tracking event related expenses, projects and grants
- Contribution and oversight of project strategy and cashflow management for grant Applicants

DR-4673 – Hurricane Ian – Disaster Recovery– Various Clients: Technical Advisor/SME, 2022 – Present

- Debris Task Force Lead for Florida State Emergency Operations Center (SEOC) providing technical assistance
- Technical advisor for local applicants including municipalities, counties and school districts

DR-4634 – Marshall Fire – Disaster Recovery/Debris – Boulder County/DHSEM, CO: Technical Advisor/SME, 2022 – Present

- Providing technical assistance and oversight for response and recovery activities for Marshall Fire, most destructive fire in CO history
- Supporting strategic perspective for a cost effective and time efficient operation and recovery

DR-4498 – COVID-19 Pandemic – Disaster Recovery –DHSEM, CO Technical Advisor, 2022 - Present

- Providing technical assistance and oversight for response and recovery activities for Colorado Department of Human Services for COVID-19
- Providing eligibility and strategic expertise for FEMA Public Assistance funding

DR-4581 Disaster Recovery/Debris Monitoring – Larimer County, CO: Project Manager, SME 2021-Present

- Providing technical assistance for the largest fire in CO history
- Overseeing both debris monitoring and grant management activities
- Developed cost effective strategy in which hazard trees was utilized for erosion control

EDUCATION

BA – Sociology, University of Colorado, 2006

TECHNICAL EXPERTISE

FEMA Public Assistance
CDBG-DR
Case Management Counseling
Project Management
Debris Monitoring & Contract Management
Quality Control/Quality Assurance
Data Management
ROW/Easement Acquisitions
Technology Development
Public Speaker/Conference Presenter

CERTIFICATIONS

PMP-PMI Institute, 2016
FEMA IS 1a, 5a, 22, 42, 100b, 120a, 130, 200b, 212, 230c, 235b, 240a, 241a, 242a, 244b, 265, 276, 321, 322, 324a, 328, 362a, 393a, 453, 632a, 633, 634, 700a, 800b, 907, 1000, 1001, 1002, 1003, 1004, 1005 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1017, 1018, 1020

Joe Gross, PMP

Project Manager

Various Disasters –Disaster Recovery–DHSEM, NM: Technical Advisor/SME, 2021 – Present

- Providing technical assistance and oversight for the creation of customized resources and job aids related to long term recovery grants
- Supporting grant strategy to maximize the use of funds available to the department, especially 100% federally funded

DR-4581 – Cameron Peak Fire – Disaster Recovery –DHSEM, CO: Project Manager/Technical Advisor, 2022

- Closeout for one applicant for all permanent work as a result of the event
- Completed closeout of all projects within a three week period of issuance of NTP

DR-4562 – Oregon Wildfires – Debris Monitoring – ODOT, OR: SME/Technical Advisor, 2021

- Reviewed all aspects of the project to make suggested improvements
- After the first day, eliminated a major bottleneck, improving efficiency
- Following the first 30 days, applied many best practices that increased value added to the client

DR-4399 Hurricane Michael - Disaster Recovery/Debris - Bay County, FL: SME 2018 – 2021

- Contract Management of largest local-led debris effort in FEMA history; over 9M CY of debris at \$250M
- Overseeing debris contract management allowing for accelerated Cat A project worksheets (PWs) to be written and reimbursed for more than \$130M in untraditional and unprecedented methods
- Development and formulation of Cat A-G PWs
- Providing subject matter expertise on ROW debris, waterway debris and PPDR operations for Cat A
- Providing subject matter expertise on FEMA Grants Portal, site inspections and capped projects

DR-4337 Hurricane Irma - Disaster Recovery - Collier County Consortium, FL: Project Manager, 2017 – 2019

- Provided services for 5 applicants under this solicitation- Collier County, City of Naples, Everglades City, Collier County Public Schools, and Collier County Mosquito Control District
- EOC Support and technical assistance with documentation requirements and debris missions
- Assisted with the formulation of over \$120M in PWs including the first PW obligated for DR-4337
- Contract management and oversight in ~\$100M of Category A PWs and first reimbursement received for Hurricane Irma in the state of Florida
- Providing subject matter expertise on ROW debris, waterway debris and PPDR operations

DR-4399, DR-4337 & DR-4283 Hurricane Michael, Irma & Matthew - Debris Monitoring - Florida Department of Environmental Protection (FDEP), FL: Project and Contract Manager, 2017 – 2020

- Waterway debris operations for storm-related debris in the Barron River, St Johns River and tributaries
- Estimated 140,000 CY of marine and park debris
- Oversight of data management responsible for reconciling over 100 invoices in a 24-week period
- Created organized and methodical approach for citizen reporting of debris
- Managed SharePoint site for the use of all contractors and stakeholders involved in project

DR-4145 Colorado Severe Storms, Flooding, Landslides, and Mudslides - Disaster Recovery - Larimer County, CO: Project Specialist and Liaison, 2014 – 2016

- Managed nearly 50 large FEMA PA PWs and \$85 Million of anticipated obligated funds.
- Managed over \$8 million of CDBG-DR infrastructure grants for Larimer County
- Project Lead for 45,000+ cubic yard debris monitoring operation covering five different debris (Private Property Debris Removal, Right-of-Way, Stream Threats, Silt and Vehicle removal) related projects

Joe Gross, PMP

Project Manager

- Project Coordinator between Larimer County, Loveland Housing Authority, Contracts and volunteer groups for administration of \$4M+ CDBG-DR funds for private roads and crossings
- Developed a prioritization algorithm to aid in the assessment and prioritization of infrastructure projects
- Developed and maintained an infrastructure project tracker in excel that auto updates and allows the project to follow progress from data collection to closeout

DR-4317 & DR-4250 Missouri Severe Storms, Tornadoes, Straight-line Winds, and Flooding - Disaster Recovery - Metropolitan St. Louis Sewer District, MO: Project Manager, 2016 – 2018

- Assisted the fourth largest Sewer District in the country in managing over \$10 Million in obligated funds by reviewing all FEMA PA PWs for accuracy and mitigation opportunities
- Lead efforts on appeals, additional mitigation opportunities and worked with the finance department for complete and accurate reimbursement efforts
- Assisted with appeals and determination memos

DR-4337 Hurricane Irma Debris Monitoring - Eckerd College, FL: Project Manager, 2017

- Provided oversight of debris removal operations including hazardous trees, stumps and limbs
- Assisted in the development of PWs and insurance review
- Drafted after action report to better prepare and recover from next disaster

Recovery Plans and Functional Annexes - Colorado North Central Region (NCR) UASI: Project Manager, 2016 – 2017

- Formulated and implemented recovery plans and functional specific annexes for the NCR jurisdictions.
- Eight total jurisdictions, 31 total documents
- Recovery Base Plans and annexes for Debris Management, Housing, Human Services and Damage Assessments
- Implemented lessons learned and best practices into documents for practical and functional field use

DR-4145 Colorado Severe Storms, Flooding, Landslides, and Mudslides - Disaster Recovery - Boulder County, CO: Project Manager, 2016 – 2017

- Managed over 10 projects and over \$65 Million in obligated funds for flood recovery efforts in Boulder County
- Assisted in the scope changes for almost a dozen Cat C PWs with the anticipated obligated amount of \$165M
- Reviewed all projects for all potential mitigation and codes and standards implementation
- QA/QC of all PW management activities

DR-4229 Colorado Severe Storms, Tornadoes, Flooding, Landslides, and Mudslides - Disaster Recovery - El Paso County, CO: Project Manager, 2016

- Managed over twenty projects and over \$2 Million in obligated funds for flood recovery efforts in El Paso County
- Worked with the client, the State of Colorado and FEMA Region 8 to revise version "0" of multiple PWs to create a more accurate SOW and detailed damage description (DDD) on numerous PWs
- Advocated the consolidation of multiple small PWs into one large PW and increasing the PAAP PW obligated capped amount

DR-4166 South Carolina Severe Winter Storm - Debris Monitoring - South Carolina Department of Transportation (SCDOT): Off-site Consultant, 2014

- Provided remote support for a staff training, risk management, and QA/QC of field operations

Joe Gross, PMP

Project Manager

DR-4107 Rhode Island Severe Winter Storm and Snowstorm - Debris Monitoring - Charlestown, RI: Project Lead, 2013

- Responsible for overseeing a 2,000+ cubic yard debris monitoring operation with the identification and removal of hundreds of hazardous limbs.

DR-4089 Hurricane Sandy - Debris Monitoring - Westerly, RI: Off-site Consultant, 2012

- Responsible for overseeing a debris monitoring operation of 140,000+ cubic yards of sand due to coastal storm surge.
- Dealt with complex issues involving multiple public entities owning and responsible for the sand

DR-4087 Hurricane Sandy - Debris Monitoring - Clinton CT: Off-site Consultant, 2012

- Provided remote support for a debris monitoring operation of 7,600+ cubic yards of debris and for staff training, risk management, and QA/QC of field operations

DR-4080 Hurricane Isaac - Debris Monitoring - Louisiana Department of Transportation and Development (LADOT): Field Supervisor, 2012

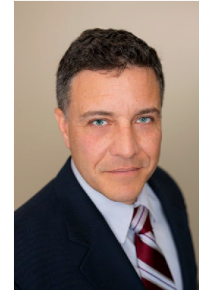
- 300,000+ CY debris monitoring operation was covering all of Louisiana Department of Transportation and Development District 2
- Responsible for implementing, leading and overseeing vehicle and vessel removal operation in which dozens of vehicles and vessels were decommissioned and disposed of properly in accord with all Federal, State and local laws and procedures
- Lead Supervisor for the Private Property Debris Removal operations

Andre Duart

Principal / President

PROFESSIONAL PROFILE

Mr. Duart currently serves as President/COO for Synergy Disaster Recovery. In this role, he oversees strategic and daily operations for the company and is responsible for the expansion and implementation of company's strategic plan and growth from their **headquarters in Boulder, CO**. With over 12 years of emergency management experience, Mr. Duart has overseen over 25 active projects in 12 different states. Mr. Duart is currently serving as a Subject Matter Expert assisting with the Marshall Fire Debris operations, Mr. Duart has also assisted Larimer County, CO providing grant management and planning services for the Cameron Peak Fire, and the COVID-19 Pandemic.



PROJECT EXPERIENCE

DR-4634 – Marshall Fire – Disaster Recovery/ Debris Monitoring – Boulder County/DHSEM – February 2022 – Present

- Overseeing the team responsible for reviewing property owner insurance documentation to avoid duplication of benefits
- Developed the overall communication plan with property owners, insurance carriers about the process
- Served as Subject Matter Expert as part of CDR Maguire debris monitoring team
- Developed the process and presented to community members
- Provided technical support and coordination with respect to debris removal operations
- Worked with the municipalities, state and debris haulers to develop the debris operations plan, identify and address potential bottlenecks, and communicate said plan to all parties involved

DR-4437 – Hurricane Irma – Disaster Recovery (HMGP Grants) – City of Jacksonville, FL – August 2021 – Present

- Serving as the principal-in-charge overseeing \$17M in HMGP funds for the city.
- Serving as liaison between FDEM, the City's Emergency Management Coordinator and the City's engineering consultants on the City's largest ever HMGP funded project, McCoy's Creek, which is estimated to cost over \$30m when complete

DR-4581 – Colorado Wildfires - Disaster Recovery (EPGM/FEMA PA) – Larimer County, CO – November 2020 – Present

- Mr. Duart supported Larimer County, CO with their recovery efforts for the Cameron Peak Wildfire - Colorado's largest wildfire in history.
- Mr. Duart led the team to work with the County's Emergency Response team to collect, analyze, and summarize remotely-sensed fire data, existing infrastructure and other geospatial datasets to inform and create the County's response plan.
- Mr. Duart's team developed a Risk Assessment Report that focused on identifying "priority areas" within the burn perimeter by comparing relative risk among assets. Ultimately 4 priorities were identified along with proposed mitigation methods that could be proactively implemented using Emergency Watershed Protection EWP) grants totaling over \$5M.

YEARS OF EXPERIENCE

Since 1999

EDUCATION

BS – Decision Information Sciences,
University of Florida, 1999

TECHNICAL EXPERTISE

- Project Management
- CARES Act & ARPA
- FEMA Public Assistance
- HMGP
- CDBG-DR
- Debris Management
- Planning & Unmet Needs
- Stakeholder Engagement

CERTIFICATIONS/TRAINING

IS-100, IS, 200, IS-700, IS-800, IS-634
Intro to FEMA Public Assistance, IS-632 – Intro to Debris Operations, BCA



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Page 1

Andre Duart

Principal / President

- His team is now overseeing the project administration and construction oversight on the EWP funded projects for erosion control and private property structure protection.

DR-4399 - Hurricane Michael – Disaster Recovery Services – Bay County, FL - September 2019 to February 2021

- Oversaw a team of 50 employees assist the county manage of \$350M of Public Assistance Funds
- Oversaw the the development of 20+ HMPG applications totaling over \$141 million
- Successfully wrote 2 HMGP subapplications totaling over \$5M

Major Disaster Declarations serviced:

DR-4498 Unmet needs, Recovery and Implementation Planning / Corona Virus Relief Funding Grant Administration, Larimer CO: 2020

- Over \$20M in CRF Funds
- Supported EOC Finance Section
- Prepared unmet needs and recovery/implementation plan for COVID-19 Pandemic
- Staff: 4

Closeout DR-4145 Severe Storms, Flooding, Landslides, and Mudslides – DHSEM, CO : 2021

- Number of applicants: 5
- Project Revenues: \$250K
- FEMA PA: \$10M
- Staff: 5

DR-4562 Oregon Wildfires and Straight-line Winds – ODOT, OR: 2020

- Number of applicants: 1
- Project Revenues: \$1M+
- FEMA PA: \$50M
- Staff: 4

DR-4563 Alabama Hurricane Sally – Bay Minette & City of Foley: 2020

- Number of applicants: 2
- Project Revenues: \$1M+
- FEMA PA: \$15M
- Staff: 4

DR-4399 Hurricane Michael – Various Locations, FL: 2018

- Number of applicants: 5
- Project Revenues: \$7M+
- FEMA PA: \$350M
- HMGP: \$125M
- Staff: 60+

Andre Duarte

Principal / President

DR-4337 Hurricane Irma - Various Locations, FL: Sep 2017

- Number of applicants: 8
- Project Revenues: \$5M+
- FEMA PA: \$100M
- Staff: 50+

DR-4283 Hurricane Matthew - Various Locations, FL: Oct 2016

- Number of applicants: 8
- Project Revenues: \$5M
- FEMA PA: \$30M
- Staff: 10

Kentucky Emergency Management Agency (KYEM) – DR-4497, DR-4592, DR-4595, DR-4348, DR-4361, DR-4428: 2016-current

- Number of applicants assisted: 80+ towns and municipalities
- Project Revenues: \$2.5M+
- FEMA PA: \$100M
- Staff: 10

Massachusetts Emergency Management Agency (MEMA) – DR-1944, DR-4110, DR-4214, DR-4097, DR-4372, DR-4379: 2010-18

- Number of applicants assisted: 15+ towns and municipalities
- Project Revenues: \$1.5M+
- FEMA PA: \$20M
- Staff: 6
-

DR-4177 Severe Storms, Tornadoes, Straight-line and Flooding – Various locations, FL: Apr 2014

- Number of clients: 3
- Project Revenues: \$3M+
- FEMA PA: \$60M
- Staff: 10+

DR-4145 Severe Storms, Flooding, Landslides, and Mudslides – Various locations, CO: Sep 2013

- Number of clients: 3
- Project Revenues: \$3M+
- FEMA PA: \$150M
- CDBG-DR: 9M
- Staff: 25+

DR-4085 Hurricane Sandy – Various locations, NY, RI, CT: Nov 2012

- Number of clients: 5
- Project Revenues: \$1M+
- FEMA PA: \$250M
- Staff: 5+

DR-1894 RI Severe Storms and Flooding Hurricane Sandy – Various locations, RI: Mar 2010

- Number of clients: 10
- Project Revenues: \$1M+
- FEMA PA: \$10M
- Staff: 10+



Tracy Doyle

Subject Matter Expert

PROFESSIONAL PROFILE

Ms. Doyle is a credentialed Financial Section Chief and serves as the Director of Client Relations for Synergy Disaster Recovery. With more than 20 years' experience working disasters at both the local and state level, Ms. Doyle provides her clients with the inside track to an accelerated recovery utilizing her knowledge of 44 C.F.R., EHP, procurement, expense tracking/documenting requirements, RFR submissions and closeout procedures. Her wide range of experience has made her a sought-after expert and speaker, presenting on the FEMA Grants Portal, state led disasters, efficient recovery, and other topics nationwide.

PROJECT EXPERIENCE

DR-4497 Covid-19 Pandemic & DR-4145 & DR-4581 Closeout – Department of Homeland Security and Emergency Management & Dept of Human Services, Denver CO: Project Manager/ Sr. Recovery Specialist, March 2021 – present

- Supporting the Colorado Department of Homeland Security and Emergency Management with the closeout of projects from DR-4145 & DR-4581
- Reviewing COVID-19 expenditures and identifying projects to be submitted to FEMA for reimbursement
- Conducting procurement reviews for federal compliance

DR-4497 Covid-19 Pandemic – Disaster Recovery -Commonwealth of Kentucky, Frankford, KY: Project Manager/Client Liaison, March 2020 – November 2020

- Supported KYEM with their EOC response working with the Planning sections to develop:
 - Virtual Emergency Operations Center Plan
 - Drive Thru COVID Testing Plan
 - Non-Congregant Sheltering Plan
 - Kentucky Dept of Education School Re-entry Plan
 - Vaccine Distribution Management /Logistic Plans
 - Recovery Resilience Plan
 - Continuity of Operations Plan (COOP)
 - Continuity of Government Plan (COG)
- Oversaw a team of Program Delivery Managers to support over 1,000 applicants in the State with their COVID-19 cost recovery.
- Provided Grants Portal training to all applicants
- Developed a SOP on the FEMA/KYEM Streamline Project Application Process



Tallahassee Com. College, FL
Valdosta State College, GA

TECHNICAL EXPERTISE

FEMA Grants Portal Training EMMIE Training
FL PA Training
CO EM Grants Training 44 CFR
FEMA EHP
Procurement, 2 CFR, part 200
RFR Submission, Versioning
Projects, Alternative Procedures, Closeout
FEMA Certified to write Debris Management Plans, 2015

FEMA COURSES

IS 100.b, Intro to Incident Command System
IS 200.b, ICS for Single Resources and Initial Action Incidents,
IS 230.d, Fundamentals of EM
G-300, Intermediate IC
G-400, Advanced IC
O-305, All-Haz Incident Mgmt. Team
IS-700.a, NIMS Introduction IS-800.b, National Response E/L 973, Fin./Admin. Sect. Chief

Tracy Doyle

Subject Matter Expert

DR-4399 Hurricane Michael - Disaster Recovery - Bay County, FL: Project Manager/Client Liaison, 2018 - ongoing

- Supported Bay County, FL with their approximately \$500M recovery from Hurricane Michael, assisting leadership as they navigate FEMA's new PA Model utilizing the Grants Portal for the first time
- Federal Procurement requirements review, etc.
- Coordinating with federal agencies, state agencies, local governments, and constitutional offices within Bay County, FL
- Compiling an After-Action Report to address opportunities for improvement Countywide and to suggest policies and procedures that would enhance their recovery from a future disaster
- Reviewed all County policies to ensure they are compliant with new federal codes and standards
- Provide Public Assistance training as requested by the County

DR-4428 Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides - Disaster Recovery - Kentucky Emergency Management (KYEM): Project Manager, May 2019 – ongoing

- Assisted KYEM in implementing its first "State-Led" disaster in its history by overseeing a team who worked side by side with FEMA's FTL's PDMGs to assist over 40 applicants throughout the state
- Worked with KYEM to standardize forms, processes and procedures with all applicants to increase the speed of getting projects to obligation in FEMA's Grant Portal

DR-4361 & DR-4358 Severe Storms, Tornadoes, Flooding, Landslides, and Mudslides - Disaster Recovery – KYEM: June 2018 – September 2018

- Supported applicants for two separate disasters, DR 4358 and DR 4361, utilizing FEMA's new Grants Portal for the first time in the state
- Ms. Doyle assisted KYEM establish policies and procedures that are reflective of FEMA's PA Model to ensure their subrecipients are better prepared for future disasters
- Her team instructed applicants on how to navigate FEMA's Grant Portal, established DIs, uploaded documentation, answered EEIs, collaborated with the CRC and finalized their Project Worksheets

DR-4337 Hurricane Irma - Disaster Recovery - Collier County, FL: Project Manager/Financial Section Chief September 2017- June 2018

- Served as a Financial Section Chief during EOC activation within 24 hours
- Supervised a 20+ person staff supporting 40 County wide divisions
- Trained staff on FEMA's new Grants Portal Process
- Administered the provision of Public Assistance support to 5 separate applicants in Collier County
- Compiled an After-Action Report to address opportunities for improvement Countywide
- Reviewed all County policies to ensure they are compliant with new federal codes and standards

DR-4283 Hurricane Matthew - Disaster Recovery - Flagler County, FL: Project Manager/Financial Section Chief October 2016 - August 2017

- Deployed pre-landfall as a Financial Section Chief to begin tracking expenses, monitor emergency procurement and maintain documentation for FEMA reimbursement
- Evaluated sites to strategically formulate project worksheets, ensure scope of work is appropriate and eligible for reimbursement
- Ensured that all contract procurement is FEMA compliant per 2CFR, part 200, wrote a super circular compliant appendix to be included in all future County procurement
- Attended meetings with the State and FEMA on behalf of Flagler County, including meetings on specific topics such as beach re-nourishment, waterway debris, private property debris and eligibility issues

Tracy Doyle

Subject Matter Expert

DR-4255 Severe Winter Storms, Tornadoes, Straight-line Winds, and Flooding - Disaster Recovery - Rowlett, TX: Project Manager, June 2016 – August 2016

- Identified an opportunity for a FEMA Alternate project which allowed the City to use \$2 million for a drainage improvement project
- Performed over 250 site visits and was successful in capturing over \$5 million in damages and mitigation opportunities
- Conducted training exercises with city staff, and held training sessions educating different departments on the fundamentals of disaster management
- Reviewed all contract procurement for compliance per 2CFR, part 200, assisted the City in developing FEMA compliant language for future procurement

DR-4177 Severe Storms, Tornadoes, Straight-line Winds and Flooding - Disaster Recovery - Jackson County, FL: Project Manager, 2015-16

- Helped pilot the Public Assistance Permanent Work Alternative Procedures (aka Sandy Recovery Improvement Act of 2013) on behalf of Jackson County, FL. which resulted in millions recovered
- Reviewed all County procurement and established 2 CFR, part 200, compliant procurement standards
- Reviewed all financial documentation to ensure eligible expenses were tracked and submitted
- Ensured that all records are maintained and required reports are prepared regarding the status of awarded grants

DR-4145 Severe Storms, Flooding, Landslides, and Mudslides - Disaster Recovery - Larimer County, CO: Project Manager, 2015-16

- Assisted Larimer County with tracking expenses and recovering costs associated with this disaster
- Evaluated project worksheets to ensure scope of work was appropriate and eligible
- Reviewed all financial documentation to ensure technical correctness, numerical accuracy and completeness before submission to the State for payment
- Ensured that all records are maintained, and required reports are prepared regarding the status of awarded grants
- Established county contract procurement standards for compliance per 2CFR, part 200, and trained employees on FEMA procurement requirements

DR-4084 Hurricane Isaac and DR-4068 Tropical Storm Debbie - Disaster Recovery - State of Florida (FDEM): Sr. Grant Manager

- Provided Public Assistance Services to applicants throughout the State of Florida
- Reviewed documentation to ensure scope of work was appropriate and that all fiscal calculations were accurate
- Reviewed contracts for procurement compliance
- Conducted reviews of all project worksheets, including comparing documentation in FEMA's Emmie to FL PA, printed out any documents not included in FL PA and scanned them to a hard drive and filed hard copies. Uploaded documents to FL PA

DR-4138 Severe Storms and Flooding - Disaster Recovery - State of Florida (FDEM): Sr. Grant Manager

- Provided Public Assistance services to applicants throughout the State of Florida
- Reviewed documentation to ensure scope of work was appropriate and that all fiscal calculations were accurate
- Reviewed contracts for procurement compliance
- Conducted reviews of all project worksheets, including comparing documentation in FEMA's Emmie to FL PA, printed out any documents not included in FL PA and scanned them to a hard drive and filed hard copies. Uploaded documents to FL PA



Alejandro Gutierrez

Grant Specialist / GIS Specialist

PROFESSIONAL PROFILE

Mr. Gutierrez holds a bachelor's degree in Geography: Environmental Resource Management which brings a unique perspective to the dynamic Synergy Disaster Recovery team. His education and career experience over the past two decades has established him as a proven Geospatial Consultant within FEMA's Hazard Mitigation, DFIRM and Map Modernization, and Public Assistance (PA) Recovery programs.

He provides unique and valuable analysis to federal, state, and local governments and organizations. He has experience in building productive teams through effective leadership techniques to achieve the goals of the contract or project. Mr. Gutierrez continues to focus on his deep working knowledge of GIS/ESRI capabilities as a practitioner in a client service environment with sole responsibility for GIS data development, analysis, conversion, and manipulation.



PROJECT EXPERIENCE

Marshall Fire Debris Removal Program, Project Manager, 07/2022 to 09/2022

- Providing technical assistance and oversight for response and recovery activities for Marshall Fire
- Oversaw a project team that managed the communication and closeout process for 566 property owners

Multiple California County Hazard Mitigation Plans, GIS Lead, 2015 to Present

- Geospatial support for over 25 California local jurisdiction and countywide local hazard mitigation plans (LHMP) by developing spatial economic loss scenario analyses and developing Level 1 Hazus deterministic and probabilistic earthquake analyses, reports, and complementing GIS maps.
- GIS expertise is utilized to develop flood, earthquake, landslide, tsunami, and wildfire economic loss scenario analyses to supplement the risk assessment chapter of several LHMPs.

Bay County, FL: DR- 4399 Hurricane Michael, Public Assistance Recovery Specialist, 2019 - 2022

- Coordinating and overseeing the FEMA public assistance (PA) program for multiple projects identified by the Bay County Engineering Division and Roads and Bridges Department, responsible for training and managing staff in damage assessment procedures, coordinating between FEMA and the Applicant during the site inspection phase, project development, cost estimate development, hazard mitigation development, and award phases of the FEMA public assistance program as well as continuing to manage the projects at the State level in coordination with the Florida Division of Emergency Management.
- Provided GIS support to the team utilizing GIS tools to extract the Applicant's initial preliminary damage assessments from the Cartegraph asset management, work order management, and spatial management software to determine locations of damages and organize field-visits within GIS to increase routing efficiencies in the documentation process.
- Developed online interactive GIS applications built and hosted to facilitate maneuvering through the field on a mobile device to validate those damages, document new damages, and build a spatial, countywide representation of the damages across the area.
- Provided data development, GIS analysis, and technical writing/review support to other team members developing Hazard Mitigation Grant Program (HMGP) applications by supporting benefit cost analyses and GIS analyses for Community Development Block Grant (CDBG-DR/MIT) projects.
- Utilized FEMA Hazus software to develop Hazus Level 1 flood and hurricane model reports in coordination

YEARS OF EXPERIENCE

Since 1999

EDUCATION

BS – Geography
(Environmental Resources Management), University of Texas @ Austin, 2000

TECHNICAL EXPERTISE

ESRI ArcGIS Suite / Tools
Hazard Mitigation Plan
Risk Assessments
Grant Management

Alejandro Gutierrez

Grant Specialist / GIS Specialist

with Bay County's Emergency Operations Center.

Galveston County, TX: DR-4332 Hurricane Harvey, Public Assistance Recovery Specialist, 2017

- Responsible for training staff on mobile debris assessment technology, providing GIS support to team for debris assessments, and general FEMA public assistance support.

Larimer County, CO: DR-4145 Colorado Severe Storms, Flooding, Public Assistance Recovery Specialist, 2017

- Responsible for conducting flood-site assessments for newly identified, September 2013 Colorado flood-damaged sites in Larimer County, Colorado and building County bid proposals.
- Captured field data, generate documentation, validate GPS information, and create digital photo reports.
- Produced a series of tabular calculations and assessment reports to include in the Public Improvement Districts, private roads, and public roads bid packages which provide the County, the State, and FEMA the necessary disaster assessment information for FEMA to allocate disaster funds to the County and the County to present their findings to HUD for CDBG grants.
- Managed the online database containing the site assessment information.
- Certified County trucks to perform the silt/sediment removal task in 2 locations and then compile and organize the database input/management of debris tickets (estimating silt piles by cubic yards).
- Coordinated the hazard mitigation team, including Larimer County, consultants, FEMA, Environmental & Historic Preservation (EHP), and FEMA mitigation representatives, to perform field visits to assess potential mitigation improvements and additional scope modifications at numerous roads, bridges, low-water crossings, and county parks.

FEMA Region VIII and National: Map Modernization, GIS Specialist, 2004 - 2016

- Served as Project Manager, Production Manager, and GIS Analyst for the development of county-wide vector- and ortho-based DFIRMs, the budget and schedules were effectively tracked, staff were trained in production techniques, and a strong team/work environment was developed.
- Provided continual coordination with local and national FEMA representatives, National Flood Insurance Program (NFIP) Coordinators, and state engineers.
- Tasks include flood map updates using proprietary tools/software to develop work maps and populating DFIRM geodatabases. Projects included the data collection, conversion and development of the geodatabase file. Engineered floodplains were re-delineated to new topography available. Georeferencing effective FIRMS to capture existing floodplains.
- Reviewed QA/QC guidelines for panel production prior to submittal required spatial data and documentation review and compliance to FEMA's G&S in developing DFIRMs.
- Digitization, stream adjustment, smoothing, edge matching, clipping, Zone X creation, and topology checks of floodplains.
- Coordinated public outreach meetings at the local, county-seat building to discuss the new DFIRMs with the city/county officials, floodplain managers, emergency management officials, local engineers, FEMA representatives, NFIP coordinators, and the public.

Michael Garner, GISP, CFM

Sr. Grant Specialist

PROFESSIONAL PROFILE

Mr. Garner is a nationally recognized hazard mitigation planning (HMP) and disaster recovery expert who serves as the Director of Planning for Synergy Disaster Recovery. He brings nearly 20 years of local, state and federal experience leading and supporting hazard mitigation, grants management, long-term recovery, emergency management, and community resiliency planning. Throughout his career, he has provided pre- and post-disaster technical support to communities across the country. Mr. Garner specializes in state and local hazard mitigation plans and is currently supporting local and state-level efforts relating to FEMA HMA application development and grants management. Mr. Garner previously spent much of his career assisting FEMA in implementing several programs focused on the National Flood Insurance Program.



YEARS OF EXPERIENCE

Since 2001

PROJECT EXPERIENCE

State of Colorado: Enhanced State HMP Update, Project Manager, June 2022 to Present

- Serves as project manager and lead planner coordinating the update process
- Facilitating coordination across multiple state agencies and project stakeholders
- Leading development of updated risk assessments utilizing statewide data analytic modelling
- Aligning the update to newly released FEMA guidance

Elbert County, CO: Local HMP Update, Project Manager, May 2022 to Present

- Serves as project manager and lead planner
- Coordinates and facilitates all planning team meetings
- Facilitates development and implementation of public outreach and engagement plan
- Conducting a risk and vulnerability assessment for all natural and human-caused hazards impacting the County

City of Foley, AL: Hazard Mitigation Grant Program Application Development, March 2022 – Present

- Developed an application for over \$650k to wind retrofit the City's Fire State headquarters
- Conducted BCA analysis and compiled all backup documentation

State of Wyoming: State and Regional HMP Updates, Project Manager, December 2018 to Present

- Currently updating the Region 7 tri-county regional plan
- Serves as project manager and coordinates development of the state's and local regional hazard mitigation plans
- Facilitating and coordinating planning team and stakeholder meetings
- Developing all hazard risk and vulnerability assessments, analysis, and mapping

EDUCATION

MS – Crisis, Disaster, and Risk Management, The George Washington University, 2004

BS – Earth Sciences (minor in GIS), The Pennsylvania State University, 2001

CERTIFICATIONS

Certified Floodplain Manager (CFM)
Geographic Information Systems Professional (GISP)

TECHNICAL EXPERTISE

Hazard Mitigation Planning
Project Management
Long Term Recovery Support
Community Planning
Recovery and Mitigation Grant Management
Resiliency Planning
Public Outreach and Engagement
Geospatial Data Modeling / Analysis
FEMA Public Assistance (PA)
Comprehensive Planning
CDBG-DR/MIT Support
CRS Support
Response / Recovery Planning
GIS Risk and Vulnerability Assessments
Hazus Loss Estimations
COOP / EOP Planning
EMAP Accreditation Support

Michael Garner, GISP, CFM

Sr. Grant Specialist

State of New Mexico: Hazard Mitigation Technical Assistance, Project Manager, July 2021 to Present

- Providing updates to technical documents relating to hazard mitigation program operations and administration
- Developing SynTrax grant tracking tool for future grant management
- Serving as a technical specialist for grant management needs

City of Jacksonville, FL: Grant Management Technical Services, Sr. Grants Specialist, June 2021 to Present

- Serves as a technical specialist for grant management activities
- Develops grant applications to match available funding programs to City needs
- Managing HMGP grants for post Hurricane Irma recovery efforts

Custer County, CO: Local HMP Update, Project Manager, May 2021 to Present

- Serves as project manager and lead planner
- Coordinates and facilitates all planning team meetings
- Facilitates development and implementation of public outreach and engagement plan
- Conducting a risk and vulnerability assessment for all natural and human-caused hazards impacting the County

State of Colorado: DR-4145 Severe Storms, Flooding, Landslides, and Mudslides – Grant Closeout, PA Closeout Specialist, March 2021 – December 2021

- Researched each Project Worksheet and existing documentation thoroughly
- Collaborated with sub-grantees to obtain necessary documentation and information regarding the work on project sites
- Created a narrative specific to each sub-grantees to provide the necessary information to the State
- Advocated in the narratives for the costs incurred by the sub-applicants to be reimbursed

Larimer County, CO: DR-4581 Colorado Wildfires (Cameron Peak) - Disaster Recovery Services, Technical Specialist, November 2020 – August 2021

- Supported recovery efforts for the Cameron Peak Wildfire - Colorado's largest wildfire in history
- Coordinated with the County's Emergency Response team to collect, analyze, and summarize remotely-sensed fire data, existing infrastructure, and other geospatial datasets to inform and create the County's response plan.
- Supported debris monitoring operations for hazard tree removal

Larimer County CO: DR-4498 COVID-19 Pandemic - Recovery and Implementation Plans, Lead Planner, May 2020 to April 2021

- Assisted in the writing and compilation of an innovative cross-sector, countywide COVID-19 Recovery and Implementation Plan, which was created to illustrate unmet needs within the Larimer County communities
- Organized data from varying sources and sectors, such as childcare, small business, and non-profits, as well as county departments
- Created graphics to organize data and information based on the vision of the client
- Wrote the diverse sections to make data and information easy to read for community members while illustrating complex concepts of recovery

Bay County, FL: DR-4399 Hurricane Michael – Disaster Recovery Services, Sr. Grants Specialist, September 2019 to February 2021

- Served as technical specialist for the long term recovery team
- Managed the development of \$141 million in HMGP applications for post hurricane recovery efforts
- Local Mitigation Strategy (LMS) plan review and updates

Michael Garner, GISP, CFM

Sr. Grant Specialist

State Hazard Mitigation Plans, Project Manager and SME Support, 2010 – 2022

- Arizona (2013)
- Idaho (2010, 2013)
- New Mexico (2013, 2018)
- Wyoming (2021)
- Colorado (2013, 2018 Enhanced, 2023 Enhanced)
- Missouri (2013 Enhanced)
- North Dakota (2018 Enhanced)

Local Hazard Mitigation Plans, Project Manager and SME Support, 2010 - 2022

Colorado

- Arapahoe County
- City of Loveland
- Cities of Thornton, Northglenn, and Federal Heights
- Custer County
- Elbert County
- Fremont County
- Larimer County
- Ouray County
- Southeast Region (Baca, Bent, Crowley, Kiowa, Otero, and Prowers Counties)
- Weld County

Arizona

- Cochise County
- Yuma County

California

- Mono County

Florida

- Bay County (LMS)

Georgia

- Douglas County
- Liberty County

Maryland

- Charles County
- Montgomery County
- Queen Anne's County

New Mexico

- Union County

Ohio

- Huron County
- Noble County
- Pickaway County
- Putnum County
- Tuscarawas County

Wyoming

- Johnson County
- Region 3 (Albany and Carbon Counties)
- Region 4 (Lincoln, Sweetwater, and Uinta Counties)
- Region 7 (Goshen, Laramie, and Platte Counties)

FEMA Region VIII & National: Risk Mapping, Assessment, and Planning (Risk MAP) / Community Engagement and Risk Communication (CERC) / Map Modernization (MapMod) Programs, 2004 - 2016

- Conducted local hazard mitigation plan reviews
- Developed and managed regional and national geospatial data sets to support program goals
- Facilitated municipal meetings and public outreach events relating to Flood Insurance Rate Maps
- Contributed to the development and mapping of new and updated floodplains and maps

GrantWorks

ASHLEY KENT BURGESS SUBJECT MATTER EXPERT



RELEVANT EXPERIENCE

SENIOR VICE PRESIDENT OF BUSINESS STRATEGY, GRANTWORKS, INC., AUSTIN, TEXAS, FEBRUARY 2022 – PRESENT

Kent is responsible for strategy formulation and management, including developing the corporate vision and strategy, supporting the development of departmental plans and tactics, developing and maintaining the strategic plan and implementation framework, and leading strategic company-wide initiatives.

PRINCIPAL, COHNREZNICK, AUSTIN, TEXAS, FEBRUARY 2016 – JULY 2021

Contract Manager, Federal Grant Administration, Texas Division of Emergency Management, Austin, Texas, June 2013 – February 2022

Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as the prime contractor to the Texas Division of Emergency Management for the Federal Grant Administration. CohnReznick is responsible for establishing consistent oversight standards, providing proactive technical assistance and communication, project and disaster closeouts, centralized data and reporting, quality management protocols, reviewing and improving procedures, and addressing reimbursements and financial management.

- ▶ Performed complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to respond, administer, organize, and monitor federally funded disaster grants within the state of Texas
- ▶ Conducted applicant briefings and other outreach and training activities, ensured grant applications were received and correctly processed, and monitored both the programmatic and financial aspects of awarded projects
- ▶ Ensured deadlines were met, applications or other documentation were complete and correct before submission to federal authorities, and payment requests were promptly and correctly processed

15 YEARS

GRANT AND PROJECT MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Science. Philosophy &
Religious Studies, Mississippi
College, Clinton, Mississippi,
2005

HIGHLIGHTS

Experience in HUD CDBG and
CDBG-DR, and FEMA grant
programs

GrantWorks

- ▶ Conducted monitoring activities following the project-worksheet guidelines, verified that projects were completed within the approved scope of work, and identified and resolved project and program-related issues
- ▶ Reviewed progress reports and payment requests, and provided guidance and assistance to grant recipients on documentation requirements and resolution of project worksheet-related problems
- ▶ Performed budget monitoring and project site inspections, and documented progress and/or completion of projects, causes for delays in project-worksheet completion from established timelines, or deviations from the scope of work to ensure procurement and contracting compliance
- ▶ Evaluated opportunities and requirements to provide technical assistance, and assist local jurisdictions, and state agencies in maximizing reimbursement potential
- ▶ Ensured compliance with federal, state, and local regulations and ordinances

Contract Manager, Grant Administrative Services, Massachusetts Emergency Management Agency, Boston, Massachusetts, May 2020 – February 2022

CohnReznick performs complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor federally-funded disaster grants within the Commonwealth of Massachusetts for COVID-19. Our team is responsible for applicant outreach, training, technical assistance, and performing project reviews. CohnReznick also developed a grant management system solution using Commonwealth's SharePoint platform during this engagement.

- ▶ Provided overall management and oversight over field staff, compliance staff, and the project management office
- ▶ Attended MEMA meetings to provide updates on the progress
- ▶ Interfaced with applicants on high-level issues
- ▶ Created and presented on reporting dashboards
- ▶ Provided policy and process advice to the Commonwealth

Contract Manager, Grant Management Services, North Carolina Division of Emergency Management, Department of Public Safety, North Carolina, July 2020 – February 2022

Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as the prime contractor to the North Carolina Department of Public Safety, Division of Emergency Management for Grant Administration for Public Assistance and Individual Assistance programs. CohnReznick was responsible for establishing procedures, processes, and systems to make grant administration efficient, effective, and compliant with federal requirements. The team performed complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor federally funded disaster grants within the State of North Carolina.

- ▶ Conducted outreach and training activities
- ▶ Developed and executed specific program guidance
- ▶ Ensured maximum participation from applicants in the state and federal disaster assistance programs
- ▶ Ensured compliance with federal, state, and local regulations
- ▶ Provided technical assistance for database administration
- ▶ Maintained relationships with federal, state, local, tribal, NGO, and private sector logistic stakeholders to collaborate on recovery efforts
- ▶ Developed written guidance, fact sheets, and training materials for distribution
- ▶ Created Standard Operating Guidelines for Public Assistance
- ▶ Established tracking of grant activity to include project milestones and cost reports
- ▶ Ensured timely administrative and fiscal process for grant awards

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- ▶ Provided direct technical assistance and guidance to grant recipients on documentation requirements and resolution of project worksheet-related problems
- ▶ Maintained accounting of fiscal transactions, reports, and supporting documentation for each grant
- ▶ Provided direction and interpretation of governing laws, policies, regulations, and procedures
- ▶ Served as a liaison to facilitate the resolution of recovery-related issues
- ▶ Provided education and information as requested in the areas of recovery and compliance with state and federal policies and procedures for disaster-related services

MANAGEMENT CONSULTANT, COHENREZNICK, AUSTIN, TEXAS, FEBRUARY 2007 – FEBRUARY 2016

Project Coordinator, Project Formulation and QA/QC Compliance Services, Hurricane Harvey, City of Houston, Houston, Texas, August 2017 – August 2018

As a subcontractor to Tetra Tech, CohnReznick provided technical assistance for project formulation and QA/QC compliance services following Hurricane Harvey. Additionally, CohnReznick was tasked with reconciling the City's insurance claim against FEMA project worksheets (PWs) and developing the records necessary for actual insurance application to PWs.

- ▶ Reconciled all insurance claims received by the City of Houston before FEMA project formulation to expedite the FEMA review process
- ▶ Provided education and information as requested in the areas of recovery and compliance with state and federal policies and procedures for disaster-related services
- ▶ Performed complex financial and programmatic compliance, technical assistance, and administration work to respond, administer, organize, and monitor federally funded disaster grants obligated under FEMA Public Assistance.
- ▶ Provided technical and compliance guidance to grant applications on behalf of the City
- ▶ Reviewed grant applications for minimum eligibility requirements and project funding recommendations

Project Manager, Tropical Storm Irene FEMA Services, State of Vermont Agency of Administration/Department of Emergency Management & Homeland Security, Vermont, 2016 – 2018

CohnReznick assisted the State of Vermont with the closeout of FEMA-related activities due to the aftermath of Tropical Storm Irene. In coordination with the Agency of Administration and Vermont Emergency Management, CohnReznick was tasked with reviewing and reconciling detailed invoices submitted by prior consultants, reconciling the State's insurance claim against FEMA project worksheets (PWs), and developing the records necessary for actual insurance application to PWs.

- ▶ Reviewed over \$3 million in billings from two prior contractors to determine the potential for recovery through DAC, Section 324 Management funding, and HMGP Management funding
- ▶ Reconciled balances for both PA and HM management funds to determine availability, presented the State with options for recovery and prepared packages for draw submission
- ▶ Reconciled all insurance claims received by the State for all State agencies against FEMA projects
- ▶ Provided audit readiness for Large State PWs, including a \$54 million SRIA consolidated project

Grant Manager, Hurricane Ike Illinois Disaster Recovery Program (IDRP), State of Illinois Department of Commerce and Economic Opportunity (DCEO), Illinois, July 2011 – August 2013

CohnReznick provided public involvement, reporting, and grant administration services to the prime contractor (CDM Smith) for DCEO's Illinois Disaster Recovery Program. The firm assisted in the design

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and implementation of six Community Development Block Grant (CDBG) Disaster Recovery programs: (1) the Business Assistance Program (BAP), (2) Economic Development Program (ED), (3) Community Stabilization Program (CSP), (4) Property Buyout Program (PBP), (5) Housing Rehabilitation and Reconstruction Program (HRRP), and the (6) Public Infrastructure Program (PIP).

- ▶ Designed and implemented program operating procedures
- ▶ Provided technical guidance to grant applications regarding state and federal requirements
- ▶ Reviewed grant applications for minimum eligibility requirements and made funding recommendations to DCEO
- ▶ Developed grant agreements for approved applicants
- ▶ Provided technical assistance and grant management training to grantees
- ▶ Ensured grantees met all applicable special grant conditions and initial regulatory compliance reviews
- ▶ Reviewed and approved BAP loan applications
- ▶ Tracked and reported functions to ensure that projects are performing following program and grant requirements

Project Manager, Staff Augmentation/Compliance and Monitoring, State of Louisiana Office of Community Development Disaster Recovery Unit (OCD/DRU), Baton Rouge, Louisiana, January 2009 – July 2011

CohnReznick professionals developed and implemented compliance and monitoring plans for more than \$13 billion in CDBG-funded programs, including compliance monitoring and contractor monitoring plans for the Gustav/Ike Parish Implemented Program and 13 of the State's Katrina/Rita CDBG-DR Programs.

- ▶ Provided support in planning and implementing a transition from a single operations contractor to a three-contractor organization
- ▶ Collected, reviewed, and validated the accuracy of all eligibility operations procedures for the Homeowner Assistance Program in preparation for hand-off to replacement contractors
- ▶ Performed analyses of all workflow systems to assist the state in identifying the active application inventory to be transitioned to replacement contractors
- ▶ Developed processing and closeout strategy for potentially eligible grant applications in inactive statuses
- ▶ Provided compliance and monitoring support of disaster recovery programs to the state of Louisiana
- ▶ Collected data needed to determine resources needed for long-term monitoring of Louisiana's CDBG programs in compliance with the U.S. Department of Housing and Urban Development (HUD) and state laws and regulations
- ▶ Assisted in determining the most efficient and effective approach to long-term monitoring of CDBG programs related to Hurricane Katrina
- ▶ Evaluated the current processes used by OCD/DRU to monitor CDBG programs
- ▶ Assisted in preparing a transition plan for OCD/DRU to assume long-term monitoring of CDBG programs
- ▶ Assisted in preparing a long-term monitoring plan to include a recommended tracking and reporting system

Project Manager of Operations, Team Lead for Stafford Act Compliance and Grant Calculations, May 2006 – December 2008

Kent managed the operations team responsible for verifying eligibility requirements for more than 2,100 rental assistance applicants, including title and ownership verification, financial capacity, identity, criminal background checks, multiple program submissions, property status, and owner intent. He

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worked closely with third-party vendors, internal team leads, subcontractors, and client bureau managers to ensure the expeditious processing of each application.

- ▶ Co-designed a workflow system that automated all work queues for individual eligibility functions and major milestones. This system created a tiered eligibility approach that saved manpower and client expense by assuring that only potentially eligible applicants were actively processed.
- ▶ Managed all quality control, eligibility approval, and final certification functions.
- ▶ Developed age-based reporting and targeting systems that ensured expeditious approval and awarding of grants and that due diligence was performed for every grant applicant.
- ▶ Assisted in designing and developing the 'Uncompensated Loss' program for all applicants eligible for grant funds in multiple programs, enabling the disbursement of an additional \$60 million in grant funds to homeowners.
- ▶ Pioneered "Dual-Usage" program to enable commercial and rental properties that doubled as primary dwellings to be awarded pro-rated HAP grants.

EMPLOYMENT HISTORY

- ▶ Senior Vice President of Business Strategy, GrantWorks, Inc., Austin, Texas, February 2022 – Present
- ▶ Principal – Government Advisory, CohenReznick, Austin, Texas, February 2016 – July 2021
- ▶ Management Consultant, CohenReznick, Austin, Texas, 2007 – February 2016
- ▶ Senior Technical Trainer, WorldCom Broadband Solutions, September 2001 – January 2003
- ▶ Network Operations Manager, U.S. Marine Corps, September 1997 – August 2001

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JOHN R. ZAKIAN, CECD SUBJECT MATTER EXPERT

PROFESSIONAL QUALIFICATIONS

John Zakian serves as part of the Sr. Management Team at GrantWorks providing expertise to local and state governments, economic development organizations, and quasi-governmental entities on all aspects of federal grant management and long-term recovery planning.

Mr. Zakian has worked on a number of Economic & Housing Development projects throughout his career including serving as a Subject Matter Expert for the NYC Office of Management and Budget helping to administer and provide guidance for the \$4.2 Billion CDBG-DR Action Plan, working with FEMA's ESF-14 Long Term Community Recovery Cadre in Alabama for the 2011 tornadoes, and serving as a team leader for US EDA's Special Gulf Coast Disaster Recovery Initiative in 2010.

His past experience working directly in the municipal sector, including as the City of West Palm Beach's Assistant City Administrator and Community Redevelopment Agency Executive provides him with a unique perspective and skills in assisting communities recover from disasters.

RELEVANT EXPERIENCE

ECONOMIC & HOUSING DEVELOPMENT GRANT/FINANCING; MUNICIPAL SERVICES; DISASTER RECOVERY CONSULTING, 2006-PRESENT

Contract consultant through Hagerty Consulting, Inc. embedded in NYC Office of Management and Budget...Federal Programs' Subject Matter Expert – 4/1/13 – 5/10/17...Guidance for administering the Sandy HUD \$4.2 Billion CDBG-DR Action Plan concentration on best practices for programs design and implementation, ongoing needs assessment, facilitate selection of sub-recipients for activities delivery, and ongoing support to conform innovative programs addressing identified needs with HUD rules and guidelines

FEDERAL GRANT APPLICATION REVIEWER

Federal Grant Application reviewer for multiple federal agencies from 2010 to the present including US Treasury CDFI Fund Grant Application Grader and New Market Tax Credit applications, USDA, USDOL, and HHS Community Economic Development Grants

20+ YEARS

DISASTER & LONG-TERM RECOVERY EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bates College B.A. (Government)
1972

Pace University, M.P.A. 1985

REGISTRATIONS/ CERTIFICATIONS

Certified Economic Developer,
CEcD

Harvard University John F.
Kennedy School of Government

- *Strategic Public Sector Negotiation*
- *Program for Sr. Executives in State and Local Government*
- *Leadership for the 21st Century*

Member, International Economic
Development Council

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ATCS SERVICES, LLC...ECONOMIC DEVELOPMENT SPECIALIST CONSULTANT 12/11 TO 3/31/13

Assigned to firm's FEMA Long Term Community Recovery ESF #14 cadre contracts working in communities on post disaster recovery strategies.

FEMA ESF-14 LONG TERM COMMUNITY RECOVERY CADRE

Coordination Group Supervisor 5/11 to 12/11; Management with FEMA Long Term Community Recovery Branch in Birmingham, Alabama tasked to lead comprehensive needs assessment and developing long term recovery plans for 10 communities damaged by April, 2011 tornadoes coordinating with multiple federal agencies including US EDA, HUD, USDA, and USDOL.

GREATER NEW ORLEANS, INC. / GREATER NEW ORLEANS DEVELOPMENT FOUNDATION

Senior Vice President for Strategy 12/07-01/10 & Senior Advisor 01/01/10 to 4/01/11; Executive with 2 regional economic development corporations restarted post Hurricane Katrina for ten parish (county) area including New Orleans (1.3 million residents), successful in applying and securing multiple federal Economic Development Administration grants in support of strategic redevelopment efforts for the region

US EDA SPECIAL GULF COAST DISASTER RECOVERY INITIATIVE...TEAM LEADER (AUGUST-OCTOBER 2010)

Team co- leader in partnership with the federal Economic Development Administration of multiple teams of economic development professionals and federal agencies' officials sent to Florida Panhandle counties to identify needs and challenges caused by the BP Oil Disaster: authored economic development action plans based on site visit findings.

DISASTER RECOVERY RESPONSE VOLUNTEER LEAD EXECUTIVE...2006 THROUGH 2010

11 project assignments of federal funded experts sent to hurricanes' hardest hit areas in Gulf Coast to create strategic/organization long term recovery plans.

EMPLOYMENT EXPERIENCE

GRANTWORKS, INC.

SENIOR VICE PRESIDENT FOR PROGRAM DEVELOPMENT 10/22 TO PRESENT

Part of senior team of a company that provides expertise to local and state governments, economic development organizations, and quasi-governmental entities on all aspects of federal grant management including procurement, grant administration, project delivery and compliance. Position entails offering technical assistance and guidance on federal grant rules and regulations, and development of new services to support clients in federal grant and procurement.

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CITY OF MINOT, NORTH DAKOTA
FEDERAL DISASTER GRANT ADMINISTRATOR & CHIEF RESILIENCE OFFICER
06/17 – 9/21

Administrator of city's HUD CDBG-DR/NDR \$174 million grants for post disaster recovery and resilience projects responsible for creating and managing affordable rental and single family housing projects, infrastructure, and economic development initiatives, and serving as City's subject matter expert for federal rules and regulations governing grant programs. Position responsibilities included negotiating sub-recipient agreements, property acquisitions, construction and development contracts, and creating financial assistance programs.

MONTGOMERY VILLAGE FOUNDATION, INC.
EXECUTIVE VICE PRESIDENT
3/04 TO 8/06

COO with City / County senior manager experience originally engaged to realign the corporation to closely mirror a city government leading to convert to municipal incorporation from unincorporated 40 year old planned community.

CITY OF WEST PALM BEACH, FLORIDA
ASSISTANT CITY ADMINISTRATOR /COMMUNITY REDEVELOPMENT AGENCY EXECUTIVE DIRECTOR
6/01 TO 5/03

CRA CEO role for 2 districts with trust funds of some \$9 million; Assistant City Administrator supervised functions including Economic and Community Development Department that administers CDBG, HOME, and HOPWA, Parking Administration; served as part of executive team; both roles created capacity to obtain federal grants; successes included creating first revolving loan funds for small businesses (\$1 million), restructuring HOME to forgo loss of \$1 million, salvaging HUD EDI and Section 108 loans at risk of being lost (\$850,000), negotiating CRA's first below interest bank loan for affordable housing (\$1.5 million), securing first EDA grant for development strategic plan.

NEW BEDFORD ECONOMIC DEVELOPMENT COUNCIL, INC., NEW BEDFORD, MASSACHUSETTS
EXECUTIVE DIRECTOR- 7/98 TO 6/01

Recruited by City of New Bedford officials and business executives as first CEO to create 501(c)(3) self-sustaining corporation responsible for the city's economic development efforts; results of tenure included negotiating IRS approval of 501(c)(3); obtaining SBA designation as a 7A Intermediary and U.S. Treasury designation as a Community Development Financial Institution; managing loan programs' portfolio of some \$11 million in federal HUD CDBG and US EDA capitalized pools, and EPA Brownfield site remediation revolving loan grant of \$500,000; negotiating/monitoring Tax Increment Financing pacts worth \$125 million; and managing EPA Brownfield Pilot and EDA Planning Grants; formulated and launched marketing, retention, and development strategies.

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COUNTY OF WESTCHESTER, NEW YORK

DIRECTOR OF MANAGEMENT AND OPERATIONS - 2/96 TO 1/98

Promoted to this key executive position reporting to County Executive and Deputy County Executive responsible for managing day-to-day operations of county government, and serving as special projects trouble shooter; a general purpose county government with almost 10,000 employees and \$1 billion budget at the time; supervisory authority of all county departments; specific roles include chairing senior staff pre-contract and purchase review committee for all county purchases, upgrading grants management system, chairing cluster departments' issues meetings, and serving as part of senior management budget preparation team; unique opportunities included successfully coordinating multi-governments' service support for 1997 PGA Championship at Winged Foot, and oversight of county amusement park (1 million yearly attendance) and Westchester County Airport (full schedule service facility).

COUNTY OF WESTCHESTER, NEW YORK

ASSISTANT TO COUNTY EXECUTIVE - 3/94 TO 1/96

Began as administrator for six executive human service offices (Youth, Older Americans, Handicapped and Disabled, Veterans, Women, and Employment and Training) with total budgets near \$10 million; coordinated offices' functions and programs to expand services to client groups to respond to state and federal mandated changes; accomplishments included instituting federal grants' Indirect Cost Rate system, securing a special federal grant for pilot one-stop technology job center, and launching a federally funded job transition center for 1,600 employees from a closed auto plant. On 6/95 promoted to a new role akin to Director of Capital Projects for oversight and coordinating capital projects (annual \$85 to \$100 million program) among all departments, and to directly supervise individual major capital projects including the new \$20 million airport passenger terminal.

By preparing financial and quarterly status reports, Ashley tracks technical and financial project requirements to comply with the Texas Department of Emergency Management (TDEM) and Federal Emergency Management Agency (FEMA) regulations. He develops hazard mitigation assistance grant (HMGP) applications and budgets based on locality objectives and needs. He is responsible for developing the BCA for various projects, including drainage improvements. Ashley works on critical facility generators and hazard mitigation plans with experience with hurricane-safe rooms and facility hardening/retrofits. He reviews contracts, proposals, procurement documentation, and the professional qualifications of selected bidders. He also prepares the scope of work modification documentation and associated environmental assessment for agency review.

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RENEE WOTT, PMA ECONOMIC DEVELOPMENT GRANT SPECIALIST

PROFESSIONAL QUALIFICATIONS

Renee Wott is heads up a Economic Development unit at GrantWorks who assists clients formulate and fund economic development projects primary through state and federal grants. Her team provides technical assistance to clients throughout the entire life cycle of projects from client outreach and marketing to grant compliance.

Prior to joining GrantWorks Ms. Wott worked as an economic development specialist for the US Department of Commerce – Economic Development Administration, where she manage over \$5M in federal funding for Regional Economic Development Organizations, Economic Development Districts, Higher Education Institutions and various government entities.

EMPLOYMENT EXPERIENCE

GRANTWORKS, INC.
VICE PRESIDENT OF ECONOMIC DEVELOPMENT
07/22 TO PRESENT
Strategic Planning

- Leads a newly created unit in the company devoted to identifying opportunities to assist existing and prospective clients to formulate and fund, primarily through state and federal grants, economic development projects, and to provide technical assistance support to other key units in the company including client services, proposals, and marketing.
- Provides expertise in fundamentals and principles of economic development to assist the company's units in understanding the needs, requirements, terminology, strategy, and goals of projects and activities involving business, industrial, commercial, and workforce retention and growth.

Client Outreach

- Prepare and carry out marketing and outreach efforts to the company's target markets of cities, counties, and economic development organizations as well as facilitate identification of new potential regional markets in which the company can become involved.
- Engages with clients expressing interest in an economic development project or activity by assisting in defining the need or goal and exploring the services and support that the company can provide.

4+ YEARS

ECONOMIC DEVELOPMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bowling Green State

Masters of Public Administration
- 2020

Bachelor of Arts - 2018

CERTIFICATION

Certified Federal Grants Manager

SKILLS

Project Management, Program
Budgeting, Technical Assistance,
Stakeholder Collaboration,
Community Engagement,
Economic Development, Program
Evaluation

GrantWorks

- Provides support and oversight as needed with all clients that engage the company in economic development grant procurement, administration, project delivery and compliance.
- Tracks policies and initiatives at the federal and state levels creating opportunities or challenges for clients' economic development plans as well as the company's abilities to serve and support its clients.

US DEPARTMENT OF COMMERCE – ECONOMIC DEVELOPMENT ADMINISTRATION ECONOMIC DEVELOPMENT SPECIALIST

07/2020 – 06/2022

Grants Management

- Manage the grants monitoring process (pre- and post-award) of various grant recipients and programs of over \$50 Million Dollars in Federal Funding:
- Regional Economic Development Organizations, Economic Development Districts, Higher Education Institutions, and various government entities.
- Provides expert technical assistance to grantees throughout the life of the grant award
- Processes programmatic requirements of Federal grants; amendments, progress reporting, and evaluation
- Processes the financial reporting of Federal grants including reimbursements, advance payments, and quarterly financial reports
- Extensive knowledge of the Code of Federal Regulations (CFR) and federal grant compliance and guidelines
- Reviews and determines approval of Regional strategic planning through regional Comprehensive Economic Development Strategies (CEDS) for compliance with EDA's guidelines
- Reviews and processes documents for regional designation of new Economic Development Districts recognized by the U.S Department of Commerce

BOWLING GREEN STATE UNIVERSITY – OFFICE OF DEAN OF STUDENTS

OFF-CAMPUS STUDENT ADVISOR

08/2018 – 05/2020

Program Management

- Implemented a new volunteer-based mentor program which yielded a 90% persistence rate of program participants
- Supervised 10 volunteers for the duration of the program
- Increased student volunteer positions by 70% in the second year of the program
- Facilitated training, hiring, and supervision of all volunteers

Programmatic and Event Planning

- Collaborated with internal departments to fund and implement a weeklong series of engagement events for over 500 students
- Processed all payments for the purchase of supplies, and vendors with a \$10,000 program budget
- Planned a series of timely and focused workshops and programs geared towards enhancing student academic success

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CITY OF CHICAGO – DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS
CITY MARKETS & FACILITIES INTERN
01/2019 – 01/2020

Programming and Project Management

- Supported vendor and artist relations for large-scale events such as Taste of Chicago, Chicago Blues Festival, Chicago City Markets, and Maxwell Street Market
- Assisted team with marketing on the City of Chicago's website for the promotion of City Markets and external marketing for Maxwell Street Market promotion, including a Spanish translation version
- Created an evaluation tool using a SWOT analysis to outline the needs and opportunities for the City Market program

External Affairs and Administrative Support

- Redesigned the 2020 City Market Vendor Application to increase vendor retention and user experience
- Secured necessary special events permit and payments to ensure all event meets city requirement
- Supervised staff, special projects, and subcontractors for security, maintenance, and facilities

CENTER FOR REGIONAL DEVELOPMENT
RESEARCH ASSOCIATE
08/2019 – 12/2019

Economic and Workforce Development

- Researched the regional land use plans and economic development plans to compile for the Comprehensive Economic Development Strategy (CEDS) for 2020 to be presented to regional stakeholders
- Researched the effects of regional and local health and its impact on communities for the first time in the Northwest Ohio CEDS
- Compiled a table of individual county, city, and township plans to present to a committee of regional leaders



FRANK W. MULLEN

Sr. Grant Specialist

PROFESSIONAL PROFILE

Frank Mullen has extensive training and 21 years' background in FEMA policy and procedures consulting for public assistance, emergency management, and construction. In addition, his Native American heritage and culture have been valuable assets in working with Native American tribes in California, Rhode Island, Iowa, Nebraska, Virginia, North and South Dakota.

The skill Mr. Mullen has developed throughout the gathering of his practical experience makes him highly sought after. He has worked on 40+ FEMA disasters, leading teams supporting federal, state, and local populations, as well as Native American tribes, in their recovery. He has served as a Senior Construction Inspector/Estimator in Infrastructure/PA, including operating as a senior manager for FEMA.

Because he has such practical experience in FEMA PA programs, Federal Highway Administration Emergency Relief (FHWA ER) programs, HGMP Mitigation, and BCA, along with having a strong commercial/residential construction background, Mr. Mullen has advised numerous applicants on grant application and management; he has contributed to solutions of complex problems and served as Team Lead on literally hundreds of appeals and the final closeout process.

REPRESENTATIVE PROJECTS

Plexos Program Manager 3 | Nov 2020 to Present

Serving in multiple roles including Proposal Writer, Policy SME, FEMA/Hud Project Assistance, Technical Advisor, and Managing Current Projects.

Redline Global, LLC, Puerto Rico, Hurricane Maria | Mar 2018 to Jun 2020

Senior Subject Matter Expert

As a Principal Consultant, Senior Subject Matter Expert, Policy Advisor, and QA/QC reviewer for the FEMA PA program, Mr. Mullen led the US Team of ten specialists supplying Applicant Project Worksheet packages for FEMA in Categories A through G, including Costing and Mitigation for more than \$350M. He personally completed more than 100 PW packages for more than \$150M for applicants, including DDD/SOW and Project Costing with FEMA CEF/RS Means. He also wrote numerous Mitigation Projects and completed QA/QC review and collaboration for all projects submitted by the US Team.

Fort Bend County, Texas, Hurricane Harvey | Sep 2017 to Mar 2018

Principal Consultant, Tetra Tech Senior Subject Matter Expert

Mr. Mullen provided subject matter assistance and policy guidance to Fort Bend County, Texas, for the FEMA PA and FHWA-ER programs. He assisted the county with preparing their expedited project worksheets for Category A – Debris and Category B – Emergency Protective Measures; he conducted site visits for their drainage districts/roads and prepared the applicant's FEMA PW packages, including DDD/SOW, project costing with RS Means and FEMA CEF for the Road & Bridge Department; and he completed the FHWA-ER Projects.



Education

Industry Supervisory Management Program, Mississippi College

Pennwalt Management Training Program, University of Virginia Extension

Areas of Expertise

Historic and Extensive Knowledge of FEMA 44 CFR, 9500 Series Policy, OMB Circulars Sandy Recovery Act
Proposal Writer
Infrastructure Recovery FHWA-ER Program
Senior Subject Matter Expert
Project Management
Senior Policy Advisor
Field Assessment for Projects / Mitigation
PW Development
Certified CEF Writer
RS Means Cost Estimates
Appeals Specialist
Closeout Specialist
Senior Remote Writer

Training/Skills/Certifications

National Incident Management System (NIMS) IS-100 & 200

FEMA Training Program

- NEMIS/EMMIE
- Certified CEF Estimator
- Proficient RS Means
- OPS 1 & 2-IS-001EPM
- ICE 700/800 + Series 001 thru 120
- Debris OPS
- PDA
- Hazard Mitigation
- Environmental
- Floodplain Management
- Historic

City of Albany, Georgia, Severe Storms/Tornadoes, FEMA Public Assistance Consulting | Mar 2017 to Aug 2018

Principal Consultant, Tetra Tech Senior Subject Matter Expert

Mr. Mullen provided policy assistance to the FEMA PA Team during project formulation of \$35M in PA-reimbursable costs. This included all permanent work Categories A through G damaged by two federally declared disasters. He also addressed coordination with FEMA PA staff during site visits, cost estimating, documentation collection, and prepared PA grant applications for the Electrical Co-op.

City of Fayetteville, North Carolina, FEMA Public Assistance Consulting | March 2017-

August 2017 *Principal Consultant, Tetra Tech Senior Subject Matter Expert* Mr. Mullen provided policy assistance to the FEMA PA Team during project formulation, including DDD/SOW, Project Costing, and CEF's for PA-reimbursable costs for permanent work. He assisted with site visits, engineer meetings, cost estimating, document collection, and full PA grant applications preparations, including CEF's for Hurricane Matthew.

Virginia Department of Emergency Management, Manno Associates | 2016-2017 *Principal Consultant* Mr. Mullen worked with Virginia Department of Emergency Management (VDEM) to prepare large and small closeout PW's ready to be submitted to FEMA for final approval. He was on the state's A-Team to complete preliminary damage assessments (PDA) for tornado's and hurricanes. Mr. Mullen assisted the state with the preparation for a declared disaster, assisted with PDA for the VDEM for storm damages from Hurricane Matthew (DR 4291), and performed QA/QC, closeouts, and PW rewrites for the Virginia Winter Storm Jonas VDEM snow disaster (DR 4262).

TAC Contractor Fluor/TRS | 2005-2019 *Senior PA Recovery Specialist*

Mr. Mullen served as a Senior PA Recovery Specialist (Level 3) on multiple disasters serving as a Task Force Lead, Group Supervisor, PA Coordinator, Native American Tribal Lead, and a Senior Construction Inspector/Estimator in Infrastructure/PA. He addressed a variety of projects and developed PW cost estimates for roads, bridges, schools, hospitals/medical facilities, large chemical plants, sewage/water treatment facilities, electrical co-ops, beaches, and public buildings. This includes historical buildings with consideration for mitigation, environmental, and floodplain aspects of the work. Mr. Mullen was an expert for assistance and recovery to FEMA, state, local populations, and Native American tribes.

Department of Homeland Security/FEMA, Philadelphia, PA | 2001 – 2005

Deputy Public Assistance Officer, PAC, Native American Tribal Lead, Trainer

Mr. Mullen worked as a Deputy Public Assistance Officer, PAC, Native American Tribal Lead, and Trainer in Infrastructure/PA. He was responsible for supervision of the FEMA program and developing cost estimates for complex projects including damages for roads, bridges, dams, reservoirs, shore protective devices, chemical/sewage/water facilities,

process. He completed hundreds of large and small closeouts for the States of West Virginia and Virginia for multiple disasters.

City of Baytown, TX Mr Mullen inspected and wrote a large project PW including the CEF PW for the Marina Boat Pier and the 100 Slip Boat Pier for a cost of \$5,887,952.00. The project included Remove remaining damaged piles, install new concrete and wood piling system, assembly and installation of concrete Unifloats including gangway, walers, polymer filled slabs, fendering, weldments, cleats and cover boards, install electrical system wiring and components based on plans, install plumbing system and equipment, install fire system, install fire hose cabinets, install fire extinguishers, install dock storage boxes, install bullhorn assembly flood fixtures.

Colonial Homes, Inc., Roanoke, VA | 1985 to 2001

Registered Class A General Contractor

Mr. Mullen's experience as a Registered Class A General Contractor included serving as a project construction manager for commercial and residential work. From ground-breaking to project completion, Mr. Mullen's work included commercial/residential estimating, job site management, project scheduling, bidding, material purchasing, contract negotiations, blueprint review, managing subcontractors, and land development including site development, supervising installation of roads and utilities for both residential and commercial projects.





MARK S. BREWER
Sr. Engineer

OVERVIEW

- 40 years of diverse civil engineering experience including planning, design and management of projects from concept through construction.
- Experience in a wide variety of types of projects from utilities to structural.
- Solid field experience as owner's representative and management of quality assurance programs.
- Registered Professional Engineer, Tennessee, Colorado, Alaska, and Florida. Previously registered in California

EMPLOYMENT HISTORY

2006 to 2018 TRS STAFFING, FEMA DISASTERS

Technical Assistance to FEMA on federal disasters providing engineering expertise on disaster damaged public facilities of all types. Have worked on a total of 21 disasters. Currently working on Louisiana Disasters writing worksheets for roads, canals, bridges, levees, and private non-profit facilities. 2013 Hurricane Sandy, Supervisor for an 11 engineer team writing worksheets for \$600M in damages to the Passaic Valley Sewer Plant, NJ.

2001 to 2003 HDR ENGINEERING, COLORADO

Project engineer for sewer, water, and storm drainage planning and design projects. Resident engineer for sewage lift station and water transmission main projects. Notable projects included: Todd Creek Lift Station and Force Main – planning and design of a 3 mgd lift station and 17,000 feet of sewage force main; 52nd Ave Watermain design – design of 3,000 feet of 12 inch water main for the City of Thornton; Happy Canyon flood control structure – design and resident engineer for a landscaped flood control structure for the Urban Flood Control District; Interceptor Sewer rehabilitation – resident engineer for rehabilitation and modification of sewer manholes and monitoring well for the Metro Sewage Reclamation District; Piney Creek Lift Station – resident engineer for a 10 mgd lift station facility for the City of Aurora.

1998 to 2001 CIVIL CONSULTING ENGINEERING, COLORADO

Consultant contract engineering including soils testing, septic systems, foundations, subdivisions, water, and sewer systems, flood modeling, and residential and light commercial structural. Projects included design of sewage flow monitoring stations for the Canon City Correctional facility.

1993 to 1997 TRYCK NYMAN HAYES, INC., ALASKA

Senior Civil Engineer. Duties included project management, proposal preparation, client scope of work and fee negotiations, interface with subconsultants, project budgeting and estimating, civil design and construction inspection. Supervised engineers, construction inspectors, and cad technicians. Typical projects included: Air Guard Term Contract – Project Manager for work order design of repairs and new construction for facilities at the Anchorage Air Guard station; Project manager for Corps of Engineer Projects such as Base School Renovations – civil and structural subcontract design and design build package preparation for renovation of 4 schools on local military bases, and Cape Romanzof Aerial Tram - rehabilitation design for an aerial personnel tram at Cape Romanzof in northwest Alaska; Anchorage Loop Water Transmission Main - Project

engineer for design of 9,200 feet of 48 inch water transmission main; South Anchorage Middle School Water and Sewer Extension - design of 17,000 feet of water extension and 8,000 feet of sewer extension, design of two pump stations, preparation of performance specifications for a 0.5MG water storage tank and associated facilities, preparation of bid packages and bid phase assistance.

1991 to 1992 BANGERT BROTHERS CONSTRUCTION, COLORADO

Quality Assurance Engineer for two runways and access road serving the new Denver airport (\$110M in total contracts). Set up contractor's quality control program. Set up materials testing labs, supervised materials testing subcontractor, hired and supervised 13 onsite inspectors and managed materials testing subcontractor with 3 testing labs.

1988 to 1990 BOYLE ENGINEERING CORPORATION, CALIFORNIA

Senior Civil Engineer. Served as a consultant District Engineer for the Municipal Water District of Orange County, which is a wholesale water agency serving 300,000 people. Also served as District Engineer for the East Orange County Water District, a 2,000 customer wholesale/retail water district. Duties as District Engineer for the East Orange County Water District included supervision of water transmission and distribution planning and modeling, bid document and construction cost estimate preparation, and quality assurance and testing. Duties for Municipal Water District of Orange County included serving as resident engineer for construction of a \$13 million water pump station and a \$10 million, 66-inch diameter, steel water pipeline.

1986 to 1988 CITY OF FAIRBANKS, ALASKA

1986 - Lead Project Field Engineer for \$6 million addition to the city water and sewer systems. Supervised up to 14 engineers/inspectors on around the clock work schedule. Responsible for inspection, testing, and acceptance of work. 1987-1988 - Lead Project Field Engineer for inspection and acceptance of improvements to city water, sewer, road, storm drain, and street lighting improvements constructed for a 300 unit military housing project. Supervised up to 10 inspectors.

Winter months designed sewage lift stations and water distribution facilities.

1983 to 1986 SELF EMPLOYED, CIVIL ENGINEERING AND CONSTRUCTION CONTRACTING, ALASKA

Owned Naknek Mechanical. Designed houses, apartment buildings, and small commercial facilities. Performed septic and well testing. General contractor for houses, apartment buildings, and epoxy injection to concrete structures. Rebuilt and traded heavy equipment.

1978 to 1983 ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, ALASKA

Utility Engineer, performed engineering and construction inspection work in relation to the relocation and extension of public utility facilities in advance of highway and airport projects. Duties included contract preparation and administration, consultant selection, bid phase assistance, design engineering, public and public agency coordination, construction quality assurance inspection and testing.

EDUCATION

B.S. Civil Engineering, University of Colorado, 1977
B.S. Business, University of Colorado, 1977



CARY GAYNOR, P.E.
Sr. Engineer

EDUCATION

- B.S., Engineering, University of Nevada, Las Vegas, 1974
- Army Corps Quality Management through AGC
- Army Corps of Engineers 400+ Hours of Course Work in:
 - Contract Administration
 - Project Management
 - Construction Management
 - Energy Management and Control
 - Emergency Management
 - Building Systems
- EPA 40-Hr Hazardous Materials Course.
- 2500+ hours various continuing education to maintain registrations

PROFESSIONAL REGISTRATION

- P.E., Civil and Environmental Engineering, Oregon No. 15157
- P.E., Civil Engineering, California No. C 046619

PROFESSIONAL ORGANIZATION

- American Society of Civil Engineers (2003-Present)
- APWA (2013-Present)

EMPLOYMENT HISTORY

- CMTS– Civil/Environmental Engineer (2010 – Present)
- City of Salem- Senior Project Manager (1991-2009)
- US Army Corps of Engineers, Resident Engineer and Project Manager (1979 – 1991)
- EG&G, Field Engineer (1974-1979)

GENERAL

Mr. Gaynor has more than thirty-five years of increasingly responsible experience in design management, construction management, design, and overall project management. He is experienced in Federal and Municipal Contracting, Federal and Municipal employment practices, and working in the contractor environment. His work includes Federal classified work, working with union and non-union contractors, a variety of municipal water and wastewater design and construction projects including pump stations and treatment systems, and building construction.

PROFESSIONAL EXPERIENCE

Construction Manager/Project Manager

CMTS (2010-Present)
Portland, OR

Mr. Gaynor provides construction management services and oversight on multiple pump stations, underground utilities, and building projects on behalf of the City of Portland. He has provided technical services to TriMet for Light Rail construction and to the City of Eugene for Bus Rapid Transit construction. In addition he works on staffing for CMTS in project development, recruiting, client needs, and other direct project assignments. Currently providing support on City of Beaverton waterline projects to be completed this summer.

Senior Project Manager

City of Salem (1998-2009)
Salem, OR

Mr. Gaynor performed Project Management duties for “Special Projects” and was designated as Fund Manager for the Wastewater Fund. Duties included direct supervision of Engineering and Technical staff as well as mentoring duties for younger engineers not directly supervised. His work on major projects included design management for electrical upgrades, electrical switchgear, variable speed drives and standby generators, pumping facilities, filtration, treatment and chlorination systems, and building additions. Other work included supporting the beginnings of the City-wide asset management program.

Construction Engineer

City of Salem (1991-1998)
Salem, OR

Mr. Gaynor was the Hiring Supervisor for the construction inspectors, provided Contract Administration for Capital Improvement Projects, and was responsible for annual budget formulation for the section. He performed Special Duty for enforcement of City Code requirements pertaining to Public Works, requiring special training and warrant as a City



CARY GAYNOR, P.E.
Sr. Engineer

Of Salem Reserve Police Officer which included limited capacity to investigate and issue citations and levy fines. His other duties included construction management of public works infrastructure by permit (non-CIP construction), resolution of design and construction problems, and development of agreement documents for work performed by developers, and acceptance testing and inspections. Also served on City design and construction standards committees to update standards and new product evaluation, and the joint ODOT/APWA committee to integrate their standard specifications.

Project Manager

*US Army Corps of Engineers (1984-1991)
Sacramento District*

As Project Manager for flood control and reservoir projects, Mr. Gaynor was responsible for assessment of design and construction requirements, budget formulation, resource allocation, and contract administration for Architect-Engineer design contracts and direction of in-house design efforts. Duties included environmental coordination and litigation requirements, public meetings and presentations, Congressional communications, press releases, project design specifications, and review of design drawings for riparian restoration, wildlife and recreation enhancements, and flood control levees with construction value exceeding \$100 M. As Project Manager for design of military support projects, primarily at Nellis AFB, Nevada, he was responsible for administration and direction of Architect-Engineer design contracts, establishment of the project criteria and writing the scope of work for the design contract, budget formulation for design and construction, and review of the designs produced. He conducted design review meetings, briefings for command staff, and provided assistance to construction when necessary. The work included master planning assistance, designs for runways and taxiways, living quarters, infrastructure including roads and utilities, energy management, office buildings and security. He also provided direction and professional guidance to in-house design teams on approximately 20% of these projects. Construction value exceeded 80 million over four years, including a \$15M Civil Engineering Complex and Maintenance Facility.

Resident and Project Engineer

*US Army Corps of Engineers (1979-1984)
Los Angeles District*

Mr. Gaynor was the Resident Contracting Officer (\$50,000 warrant) for construction projects supporting both the US Air Force and NASA operations on Edwards AFB. His duties included interpretation of plans and specifications, engineering decisions to resolve conflicts and necessary design of field changes, negotiation and implementation of construction change orders, and review and approval of contractor shop drawings. His staff included two civil engineers, five construction inspectors and a construction secretary. He provided full supervision, performance appraisals and goals, and assessment of training needs. He was responsible also for the annual office budget as well as the physical plant. Project values ranged from \$800,000 to \$12 million with an aggregate total of \$25 million and included a 72,000 SF research and design avionics facility. Additional duties included Emergency Management Officer for the Lancaster-Mojave and Bishop-Lone Pine California areas. Mr. Gaynor was also a Project Engineer at Nellis AFB, where his duties included review of contractor shop drawings for approval by the Resident Engineer, estimating material and labor values and preparation of change orders, review and approval of monthly work value for progress payments to contractors, and assistance with the safety program. These projects ranged from \$600,000 to \$6 million and included construction management and oversight of the 50,000 SF, \$6,000,000 air traffic control facility for the USAF Aerial Combat Training Program (Red Flag).

Fred “Sonny” Kunchick

Phone: 360-318-6386

88 Grand View Lane, Bellingham, WA, 98229

e-mail: SKunchick75@gmail.com

Education

- Bachelor of Arts in Environmental Policy and Planning, Hazard Mitigation and Emergency Planning Track from Western Washington University

Training / Certifications

- FEMA Mitigation Software (FEMA GO, Grants Manager, NEMIS, and eGrants)
- Certified Federal Grants Manager (Management Concepts)
- Former Certified Floodplain Manager
- Completed the FEMA Professional Development Courses
- Passed my Certified Emergency Manager (CEM) Testing

Relevant Highlights

- Managed Hundreds of millions of dollars in FEMA Hazard Mitigation Assistance Programs including BRIC, PDM, HMGP, and 406 Mitigation to states and Tribal Nations all around the country
- Provided HMA and 406 Mitigation training (formal and informal) to other FEMA employees, states, tribes, and non-profits

Professional Bio

I have extensive experience as a Hazard Mitigation Specialist and Emergency Response Planner who has worked at the local, state, and federal government levels to ensure that communities understand and address their vulnerabilities to natural hazards and the associated risks to the communities' physical, social, and economic well-being before and after a disaster and find solutions to mitigate those hazards and risks.

My experience includes managing smaller mitigation projects as well as multimillion dollar large infrastructure projects to states, tribes, and non-profits. I am considered by my peers a Subject Matter Expert on Mitigation Projects through their whole lifecycle from project idea implementation, application submissions, successfully acquiring funding, project implementation and management, and lastly closeout (Financial/Programmatic) of the projects. Additionally, I leverage my extensive understanding of Hazard Mitigation policies, Code of Federal Regulations, procedures, and guidance as well as project management expertise to support my clients' in reaching their desired end states, mitigation to the best capability to reduce future natural hazard impacts.

I most recently served as the Lead Point of Contact for all Non-Disaster Funding Hazard Mitigation Assistance Programs (BRIC, PDM, and FMA) to the State of Washington and multiple Tribal Nations. Previously, I served as the Point of Contact for much of the Hazard Mitigation Grant Program projects funded in the State of Washington and Tribal Nations within the state, and before that Point of Contact for all HMA Programs in the state of Alaska, many being tribes. With almost 14 years of experience within the FEMA programs, not just Mitigation, but also responded to over 10 large Federal Disasters as a Planning Response Planner which allowed me to develop an understanding of all the programs and how we can work across Programs, Agencies, and many more involved parties to make a more functional system and establish communication so that we are supporting our clients to the best of our ability.

I have managed and supported 100s of Mitigation projects that total over 300 million dollars. I have deployed to over 50 Federally Declared Disasters around the country in different capacities and at the end of the day my goal is to build stronger, safer, more resilient, and adaptable communities, communities large and small.

Before joining FEMA, IO served in a variety of recovery, mitigation, response, and exercise planning roles, including as a Research Assistant at the Resilience Institute at Western Washington University supporting Disaster Research and as the Emergency Response Planner for the Whatcom County, Washington Health Department.

Relevant Experience

HORNE, LLC Manager, Government Services, HMA Specialist

June 1, 2022 - Current

- Support State of Texas Staff with their HMA Programs

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Hazard Mitigation Specialist, GS 12 Step 8 (\$113,000/yr)
Federal Emergency Management Agency
Region 10
Bothell, WA

September 2009 – April 2022

- Provided Project Management oversight for over \$300 million in Hazard Mitigation projects to the states of Alaska and Washington
- Support Federal response efforts during emergency activations and at Presidentially Declared Disaster sites
- Deployed to over 40 Presidentially Declared Disasters, starting with Hurricane Ike in 2008. My deployment experience includes Hazard Mitigation Deputy Branch Director, Planning Section Branch Deputy Director, Grants and Planning Specialist, and Hazard Mitigation 406 Specialist. I have also responded and deployed as a Planning Situation Unit Lead for over the last 10 years

Emergency Planning Specialist
Federal Emergency Management Agency
Region 10
Bothell, WA

August 2008-August 2009

- Deployed as an Operations Planning Specialist for 12 Presidential Disaster Declarations
- Updated FEMA Region X's Emergency Operations Plan
- Trained Emergency Support Functions (ACOE, Red Cross, DOT, USCG, USGS) on Stafford Act Responsibilities during initial Emergency Response and to Presidentially Declared Disaster Declarations

Events Coordinator
International Disaster and Risk Conference
United Nations – International Strategy for Disaster reduction (ISDR)
Davos, Switzerland
August 2008

- Manage a staff of 50 from 14 different countries
- Managed current and future resource needs such as estimating short and long-range personnel, budgetary, space and equipment needs

Emergency Response Planner
Whatcom County Health Department
Bellingham, WA, USA
September 2007 – July 2008

- Establish education material for government and businesses continuity in the event of emergency situations and disasters

Fred “Sonny” Kunchick

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e-mail: SKunchick75@gmail.com

- Organize and maintain Mass Vaccination Clinic inventory
- Update Health Department Emergency Operations Plans
- Establish and maintain strong working relationships with partner government agencies and businesses
- Participate in and help manage Health Department and partner agencies emergency tabletop and functional exercises
- Support the Whatcom County Medical Reserve Corps

Research Assistant

Western Washington University’s Office of Sustainability

Bellingham, WA, USA

October 2007 – February 2008

- Perform Greenhouse Gas Inventory (GGI) and Climate Action Plan (CAP) for Western Washington University, USA

Research Assistant

Institute for Global and Community Resilience

Bellingham, WA, USA

March 2007 – February 2008

- Perform research in context to disaster reduction and emergency planning
- Perform research for and contribute to grant writing projects
- Contribute to project planning and management
- Responsible for event planning and management

Consultant

Risk Reduction Education for Disasters (RiskRED)

Sherman Oaks, CA, USA

September 2007 – October 2007

- Conducted research on disaster risk reduction education programs in New Zealand and China to develop policy recommendations for the Organization for Economic Cooperation and Development (OECD)

Employment History

Federal Emergency Management Agency, Hazard Mitigation Assistance Specialist, 2009 to Present

Federal Emergency Management Agency, Planning Specialist, 2008 to 2009

United Nations – International Strategy for Disaster Reduction (ISDR), Davos, Switzerland, Event Planner, August 2008

Whatcom County Health Department, Emergency Response Planner, September 2007 – July 2008

Western Washington University’s Office of Sustainability, Research Assistant, October 2007 – February 2008

Western Washington University’s Resilience Institute, Research Assistant, March 2007 – February 2008 \

Risk Reduction Education for Disasters (RiskRED), Consultant, September 2007 – October 2007

2. APPROACH

The **Synergy Team** is well versed in all types of Federal disaster recovery grants and programs such as FEMA (PA, HMGP, PDM and FMAG), HUD (CDBG-DR and CDBG-MIT), NRCS (EWP), FHWA (ER), as well as state grants. Having worked through numerous disasters in Florida, our team members have developed working relationships with several Florida state agencies and FEMA Region IV personnel, which can be leveraged for the Town's benefit.

Our team members, including senior leadership, do not just speak to disaster recovery in theory, we live it every day with hands-on experience. Working projects, applying lessons learned and best practices from around the country, is truly the best way to establish a new standard in disaster recovery. Since the full rollout of the FEMA Grants Portal system and the new delivery model for Public Assistance in the wake of the 2017 hurricane season, our **Synergy Team** has worked some of the country's biggest disasters resulting in hundreds of millions of dollars of damages. In doing so, we have developed ways to make the new model work best for you, the Sub-Applicant, rather than FEMA's objectives and timeframes. Our work on the front end has resulted in saving our clients millions of dollars at closeout.

Program Management & Administrative Plan

The **Synergy Way** emphasizes taking pride in one's work, leading to quality work products. One of the core values for **Synergy** is the belief that "The Client Comes First." To create true synergy with our clients, we go beyond simply doing our job, we aim to create a lasting relationship by working ourselves out of a job. We treat our clients like family, with respect, care, and our full attention.



We consider Fort Myers Beach an integral part of the Synergy Team. Your participation, input and feedback are critical to achieving your goals. Rather than taking over a disaster, we prefer to integrate ourselves and augment your already thriving system. After all, this encapsulates the very definition of synergy – combining forces to produce a greater effect than the sum of its parts.

The foundation of a successful relationship is the implementation of the Three (3) C's: Communication, Collaboration and Coordination. It starts from the very beginning of a relationship and cannot be overlooked. When things are not communicated clearly, efforts are duplicated or disregarded. When collaboration is overlooked, ideas are not shared, and available resources become inaccessible. When groups do not coordinate but instead operate in silos, projects and resources overlap, and work suffers. Clear communication, cooperative collaboration and close coordination is a priority for all Synergy projects.

A strong work ethic, honesty, reliability, accountability, and forethought are core traits of our project team. These are exemplified in our work and character and cannot be limited to one or even a few areas of operations but are a part of our philosophy.

We foster continuous growth and improvement, not just for Synergy family members, but for our extended family as well: our clients. We do what we do because of you, and the satisfaction we derive from seeing you and your communities not just survive but thrive.

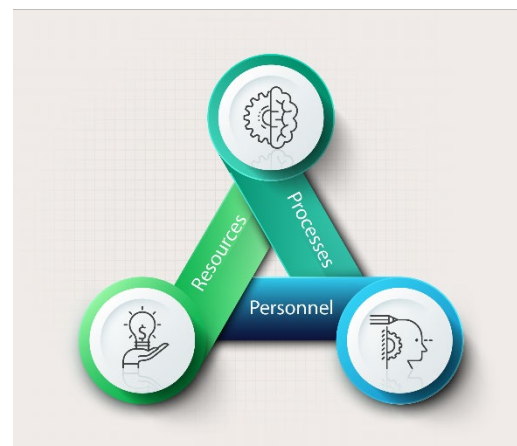
Lastly, Synergy is dedicated to shattering the status quo by constantly seeking opportunities to innovate. We never approach a client or project with a cookie-cutter mentality. Our experience, strategic and critical thinking translating into results demonstrates our commitment to learning and growing alongside our clients and sharing industry best-practices and advances as we, and the disaster recovery landscape, evolves.

The **Synergy Team** understands that success is not driven by people alone. The right people need to be armed with the appropriate resources, and well thought out processes, to truly succeed. We call this harmonious balance the **SynTrax Recovery Process**. Project Management is the cornerstone of the **SynTrax Recovery Process**.

Good project management assesses the current situation, puts the proper resources in place to accomplish the tasks at hand, while measuring the risks and potential consequences going forward.

We measure our success by more than just analyzing your current state of happiness with our progress. We also must look around the corner to recognize any unintended consequences, and/or cascading events that could affect the decisions we make today.

SYN-TRAX RECOVERY PROCESS



Quality Assurance/Quality Control (QA/QC)

The **Synergy Team** has established numerous quality assurance / quality control (QA/QC) measures that we will utilize throughout our relationship. Having put together numerous tools and resources, such as standard operating procedures (SOPs), checklists and project/progress trackers, throughout all our engagements, we are able to ensure quality radiates through every task on your project. One such measure is our **“Progression Audit”**.

Generally, when people hear the word “audit” it has a negative connotation. However, these audits are more like reviews and should be used as a tool to identify any issues early, so you can take corrective action before the project ends.

We at **Synergy** have taken this strategy to heart, by instituting this same philosophy into our overall grant management process. More specifically, by identifying certain critical points along the grant management process, we have built in “progression audits” to take place before the next phase of the project begins.

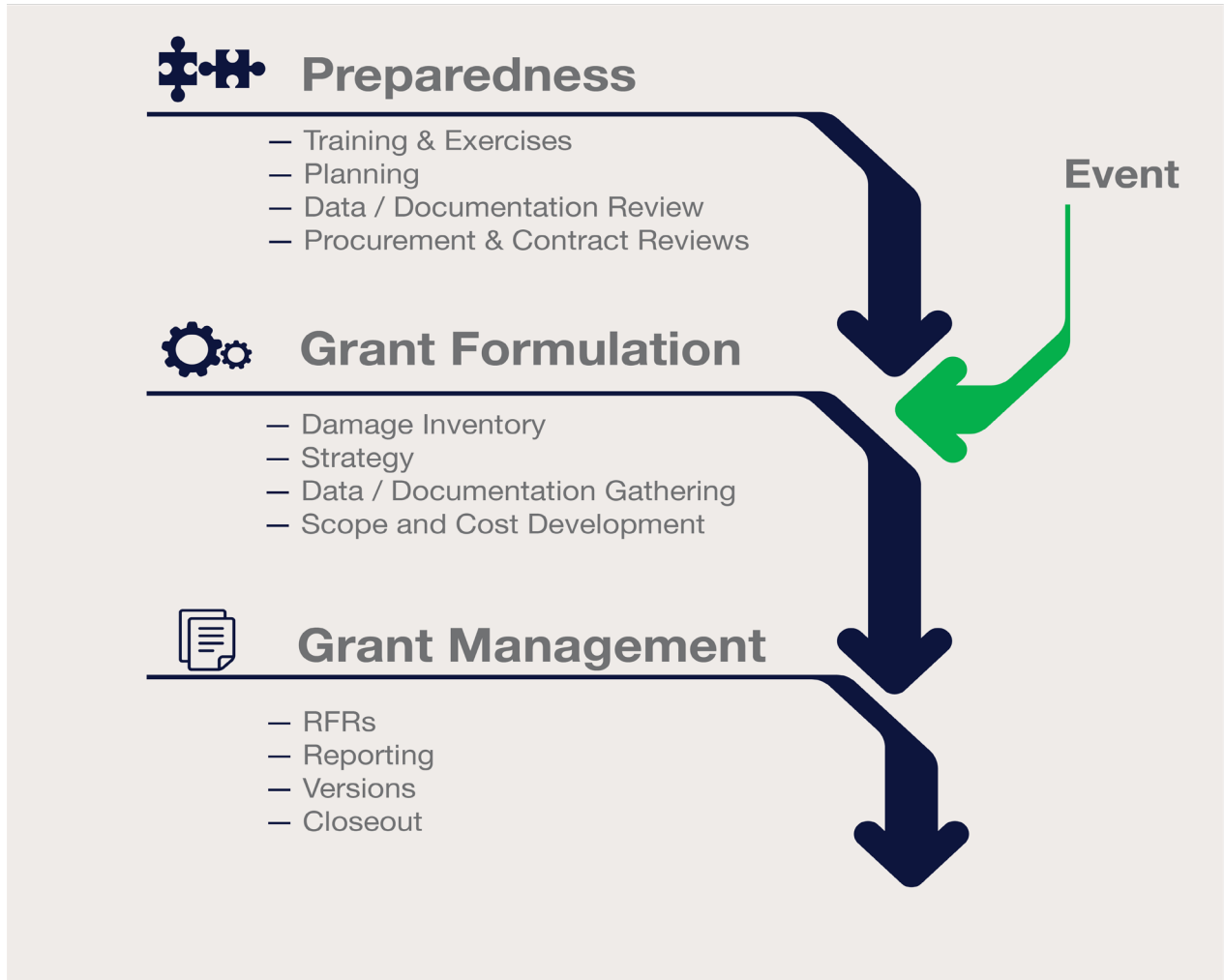
The goal is to provide feedback and specific training on the task at hand while fresh in every one’s mind, as opposed to waiting until further along in the process, when certain actions may lead to project delays.

Progression Audit critical points in the FEMA PA Process:

- ✓ Damage Inventory
- ✓ Site Inspections
- ✓ EEIs
- ✓ RFRs
- ✓ Versions
- ✓ Time Extensions
- ✓ Quarterly Reports
- ✓ Closeout

Public Assistance Process Phases

SYNERGY ROAD TO RECOVERY



The FEMA Public Assistance process can be broken up into three phases:

1. Preparedness: Non-grant related measures taken before an event to reduce risk and mitigate impact.
2. Pre-Obligation (Grant Formulation): Grant related activities carried out to identify, capture, and document damages and expenses to formulate projects and receive FEMA funding.
3. Post Obligation (Grant Management): Grant related activities required to draw down FEMA funding from the state to complete and close out projects.

Phase 1: Preparedness

If called upon, our team of professionals can assist Fort Myers Beach with preparedness activities, updating the mitigation, response, and recovery plans, and implementing After Action Reports (AAR).

Development & Revision of Plans

Our planners are well-versed regarding the various Presidential Directives and the Policy Doctrine of operations and preparedness from the Department of Homeland Security's (DHS) National Incident Management System (NIMS), National Response Plan, National Infrastructure Protection Plan, and National Preparedness Guidelines. This coupled with our experience supporting a broad spectrum of organizations ensures that our products are built upon the latest requirements, guidance, and industry best-practices.

Preparedness Activities:

- Plans
- Training
- Exercises

Training & Conducting Exercises

When it comes to training, we understand the importance of exercising plans to determine response and recovery capabilities, as determined in your plans. To accomplish this, we will develop and coordinate exercises to provide practice for prevention, vulnerability reduction, response, and recovery capabilities. Following the exercise, our team will deliver an evaluation of the performance through After Action and Improvement Reports, so your personnel can receive immediate feedback and take corrective action before the next event occurs.

Phase 2: Pre-Obligation (Grant Formulation)

Grant formulation begins with documentation from the moment the Town moves forward with recovery. Our team will work with you to set a precedent for the management of the lifecycle of the grant in this phase. Consistency is critical for every project and grant; therefore, we use the same format, tools, and best practices that will be used all the way through to closeout. This ensures vital components of this phase, including cost estimation, expenditure eligibility, and project scoping, are precise, well documented, and an unshakable foundation for each project.

One of the crucial lessons learned, working nationwide, is enforcing quality over speed when formulating projects. Taking the time to pay attention to details and ensuring the project is formulated correctly on the front end eliminates clean up later in the process, often resulting in quicker and more efficient recovery overall. In the new FEMA PA Process, this begins with confirming that damages are captured accurately and completely on the Fort Myers Beach's Damage Inventory (DI).

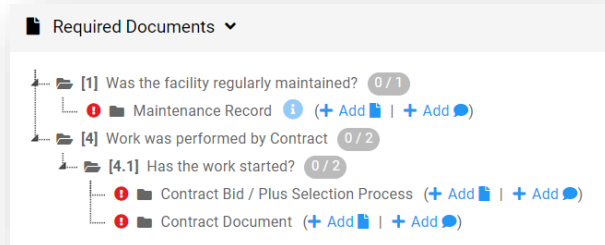
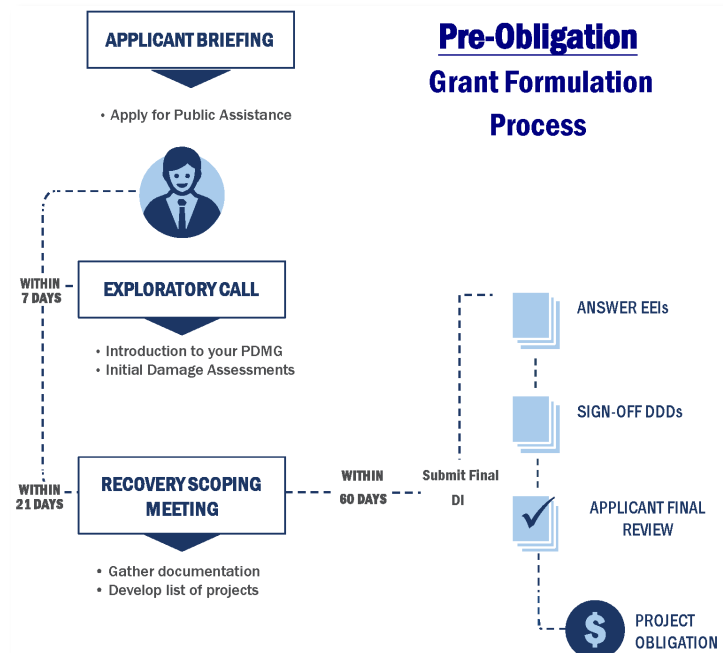
The **DI** will be the cornerstone of your project development, playing a critical role in project grouping, setting site inspections, developing a Scope of Work (SOW), and more throughout obligation. If this is not captured well, it will have a trickle-down effect for the remainder of the project lifecycle.

Other critical points under the grant formulation process are:

1. Essential Elements of Information (EIs)
2. Damage Description and Dimensions (DDD)
3. Applicant Final Review

Essential Elements of Information (EEI)

are a series of questions in the Grants Portal that may require supporting documentation. EEIs, along with the supporting documentation, are sent to the Consolidated Resources Center (CRC), where a FEMA representative will attempt to write a project from the information submitted. One of the lessons learned that we employ on every project, and have found extremely beneficial to assist the process, is to attach a brief **Memorandum of Explanation** (your story of the project) with the **EEI**. This ensures the person attempting to write the project at the CRC has some context.



In the summer of 2022, FEMA raised the small project threshold to \$1M. This exponential threshold increase requires strategy to maximize funds while balancing speed of disbursement, especially with FDEM having certain requirements for projects over \$250K.

The next critical point in the process is when FEMA writes the **Damage Description and Dimensions (DDD)** which assists in identifying damage eligibility. Thorough review and acceptance of the **DDD** is vital to the accurate formulation of the project. This document should be cross referenced with the 1) **DI**, 2) Damage Assessment Report, 3)

FEMA Site Inspection Report and 4) the **EEI**, to ensure all items of the project are captured.

Synergy will assist the Town in understanding any unique requirements or regulations that may apply to a project type, to ensure the most effective and beneficial project type is chosen. The different types of projects are multifaceted and can be complex, but we believe education empowers the Town for future grant funding pursuits and promotes confidence in project scoping.

Phase 3: Post-Obligation (Grant Management)

Having a project obligated is comparable to having money deposited to your checking account. However, just because there is money in your account, does not mean you get to spend it however you see fit. Now that there are funds, first and foremost, the people who oversee the grant and projects for the Town must be accounted for, from award to closeout.

Before spending anything, one of the imperatives when moving forward after obligation is the compliance with regulations regarding procurement, beginning with the solicitation or **Request for Proposals (RFP)**. We will work closely with the Town and FDEM to confirm your proposal and procurement process are accurate, ethical, and consistent so there are no issues with work beginning in a timely manner. While solicitation is not an ongoing process through the grant lifecycle, procurement compliance will be - and documentation is the key to accessing your funds.

Post-Obligation (Grant Management) Activities:

- RFRs
- Scope Changes and Cost Overrun Versions
- Quarterly reports
- Project Closeout/Appeals/
- Audits

The State, and more specifically FDEM, acts like the bank, and must ensure that you submit all the appropriate documentation and are following your project's approved scope of work, in order to allow you to draw down your funds. This is what is known in the FEMA PA Program as submitting your **Requests for Reimbursement (RFR)**. Additionally, there are other grant requirements to fulfil such as quarterly reports, documenting scope and cost changes, and project closeout, which will also be covered later in this section.

Requests for Reimbursement (RFR)

Reimbursement for project expenses can be complex and even seem daunting. Our **Synergy Team** will navigate the process with you, focusing on how to adequately back up your expenditures with the right documentation and sharing our lessons learned to make the process easier. Our goal is for you to be confident in the process and we give you the tools to do just that.

The **SynTrax Recovery Process** allows for the creation and submittal of RFRs in an expedited and efficient manner. This process gives our **Synergy Team** the ability to work with Fort Myers Beach to receive reimbursements more quickly than most applicants in

the State. Once a cumbersome undertaking, our team has simplified this process by building the **SynTrax Recovery Workbook**. The workbook provides real time project information, and is paired with our organized documentation system, which identifies the documentation required at each step in the process. These tools make your requests for reimbursements a cinch.

Scope Changes & Cost Overrun Versions

Projects do not always fall in line as they were originally written in the Pre-Obligation process for many reasons, some of which are completely out of our collective control. When this happens, projects will need a change to the obligated scope and a scope change request needs to be brought to the State's attention as soon as it is known. The scope change itself will be submitted once all necessary documentation is available.

Another consideration in the process is when estimated costs do not mirror our actual project costs, and FDEM needs to be notified through a cost overrun version. Utilizing the **SynTrax Recovery Workbook**, our **Synergy Team** can track when any eligible expenditure is close to reaching project thresholds, or by how much it may be exceeding its obligated amount. This allows us to notify FDEM early on that additional funds may be needed to complete the project. At **Synergy**, we recommend formulating cost overrun versions if eligible expenses are going to be greater than 15% of the obligated amount. Otherwise, this can wait until Project Closeout, creating less of a burden on the Town.

As a best practice, all scope changes and cost overruns project versions submitted by our **Synergy Team** will be accompanied with a revised **Memorandum of Explanation**, updating the original version submitted under the Grant Formulation process.

Project Closeout, Appeals, & Audits

When a project is complete and all actual costs are known, a project enters project closeout, and a project closeout package is prepared and submitted. This is when, in addition to having submitted all your RFRs, the Town will receive any retainage held by FDEM. Closeout activities include:

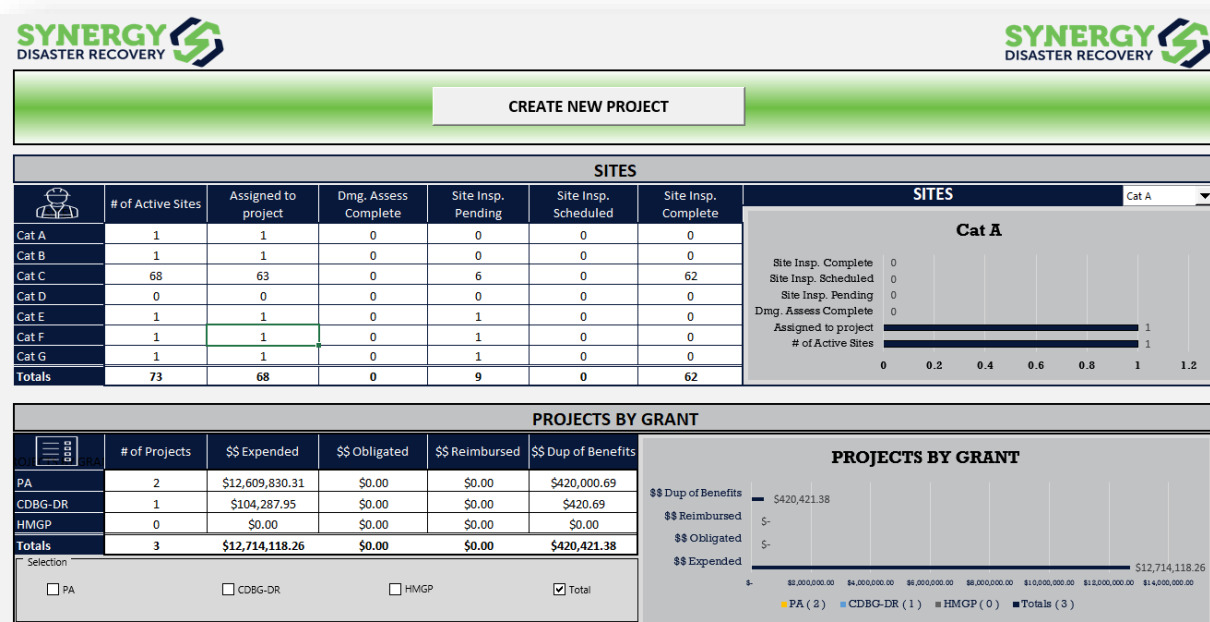
- Reviewing projects for missed funding opportunities
- Reviewing expenditures for compliance with regulations
- Reconciling closeout accounts internally including small project net cost overruns
- Requesting formal closeout from funding source(s)
- Recording and reporting on variances (if required)
- Closing accounts

The project closeout packages our **Synergy Team** prepares are uniform. Set up in a standard naming convention and index which allows FDEM final review to proceed in an expedited manner, as they have a consistent approach.

A prevalent theme throughout the **SynTrax Recovery Process** is to complete all the necessary work on the front end, so the back end is much easier. This **“close as you go”** mentality reduces the duplication of effort, minimizes risk, and shortens project closeout. Our process, which integrates with FEMA's VAYGo (Validate as You Go) process, includes progression audits, memorandums of explanation, and a standardized workbook provide great strides in lessening the need for appeals and the risk of audit findings.

However, there are times FEMA may not agree with information as presented within a project and will deem portions of the project, or the entire project ineligible. In these limited cases, The town of Fort Myers Beach along with our **Synergy Team's** support should attempt to deal with these issues administratively and negotiate with FEMA based on policy. If required, we will be prepared to fight doggedly by utilizing our decades long experience in analyzing and interpreting federal disaster policies and regulations to file an Appeal. Having successfully argued many appeals in our history, we will ensure that you receive every reimbursable dollar amount you are entitled to.

Documentation & Reporting



Over the past few years, the FEMA Public Assistance (PA) Program has made several changes to create a program that is transparent while delivering better customer service. The FEMA Grants Portal is designed to allow stakeholders to track the progress of the entire recovery process and is the best resource for applicants to check on the status of formulation of project worksheets. The Grants Portal is the platform FEMA utilizes to store and share documentation, eliminating the need for back-and-forth hassles of email or hard copy documentation.

We have extensive experience with the Grants Portal, and in addition our team is extremely proficient in utilizing the FloridaPA.com platform, which is used by FDEM for grant management following FEMA obligation.

No matter the engagement, we utilize our exclusive **SynTrax Recovery Process**, a holistic approach that utilizes our tried-and-true project methodology along with resources and tools to accomplish a complete, efficient, and maximum recovery process. This starts with standardization, documentation and organization, the cornerstone to achieving optimal results in the process.

Our **Synergy Team** is well versed in multiple platforms of cloud-based document management systems such as Google Drive/Docs, SharePoint, Asana, Bitrix24, and others. Regardless of the platform required, we believe in a standard file structure and naming conventions to make document recognition easy and accessible. Additionally, we back up our cloud-based documentation on portable hard drives quarterly. At the end of each project engagement, we can deliver a dedicated hard drive with all project documents, including pertinent emails for the Town's record keeping. If necessary, and upon your request, we can keep hard copies, although our preference is to go "green".

Synergy will retain a copy of all documentation for a minimum of 5 years following the close out of the disaster.

Hazard Mitigation (404/406)

There are two main FEMA programs when one considers Hazard Mitigation. Hazard Mitigation authorized under Section 406 of the Stafford Act is available for any eligible permanent work project and built into the FEMA PA Program. 404 Mitigation is offered under the Hazard Mitigation Grant Program (HMGP) and requires an entirely different grant process and application. A brief description on the differences of each program follows.

404 HAZARD MITIGATION (HMGP)	406 HAZARD MITIGATION (FEMA PA)
Separate program run by the State	Implemented through FEMA PA Program
Applies to structural measures and to non-structural measures (such as planning, property acquisition, drainage projects)	Applies only to structural measures and does not apply to buyouts
Applies throughout the State in most disasters	Must apply to the damaged element of the facility
The formula for calculating the HMGP allocation for States with a standard State mitigation plan is based on 15% of the first \$2 billion of estimated aggregate amounts of disaster assistance.	No program-wide limits on funds, but each project must be cost-effective and approved by FEMA

The **Synergy Team** can assist with any mitigation measure. Under the FEMA PA Program, we will prepare a list of the most advantageous mitigation measures for each project

for the Town's consideration during the grant formulation phase. In addition, our **Synergy Team** has successfully prepared hundreds of millions of dollars' worth of HMGP applications for our clients nationwide. We look forward to bringing our innovative practices to you to maximize mitigation funding and build a more resilient community for years to come.

3. EXPERIENCE

Synergy specializes in innovative disaster recovery solutions that provide essential resources to state and local applicants to prepare for and recover from disasters. We are a woman-owned, Emergency Management consulting firm with an office in Weston, FL with a focus on FEMA Public Assistance (PA); FEMA Hazard Mitigation Grant Program (HMGP); Federal Highway Administration Emergency Relief (FHWA-ER) Program; Community Development Block Grant Disaster Recovery and Mitigation (CDBG-DR and CDBG-MIT); USDA grants, Natural Resources Conservation Service Emergency Watershed Protection (NRCS EWP) Program and other disaster planning and recovery related grants.

Synergy's ethos is **"Setting the Standard in Disaster Recovery"**. Our firm's staff has consistently been recognized throughout the industry as strategic leaders and innovative thinkers. We pride ourselves on treating every disaster relief effort as the unique situation that it is. The team constantly seeks to deploy creative solutions to optimize the outcome of each project. You can expect clear, consistent communication from a staff that values relationships and exceptional customer care.



Past Performances

With expertise in disaster related grant management, **Synergy** has been critical in assisting clients in **accomplishing their goals and objectives in a more cost effective and timely manner, resulting in millions of dollars saved.**

We are proud of the work we have performed as well as the relationships we have created and encourage you to reach out to any of the client references listed below for a testament to our work.

Client	Projects	Grants / Services	Dates	Contact
State of Florida DEM	2021 FROC	Public Assistance	10/2021-current	Kevin Guthrie, Director 850.815.4100 Kevin.Guthrie@em.myflorida.com 2555 Shumard Oak Blvd, Tallahassee, FL 32399
	2022 Hurricane Ian	EOC Response, Public Assistance, Debris Task Force	10/2022	
City of Hindman, KY	2022 Floods	Public Assistance	9/2022-current	Tracy Neice, Mayor 606.785.5545 tneice@tgtel.com 10 Professor Clarke Cir Hindman, Kentucky, 41822
Breathitt County, KY	2022 Floods	Public Assistance	9/2022-current	Jeff Noble, County Judge Executive 606.666.3800 x 224 bcjudgenoble@yahoo.com 1137 Main St, Jackson, KY 41339
	Multiple Legacy Closeouts			
City of Jacksonville, FL	2017 Hurricane Irma	404 Mitigation, Florida Resiliency Grants	2/2022-current	Rose Nettles, EM Coordinator 904.255.8728 RNettles@coj.net 214 North Hogan Street, 10th Floor Jacksonville, FL 32202
Boulder County, CO	2021 Marshall Fire Debris Monitoring	Public Assistance, Insurance Reconciliation	8/2022-current	Ryan Airey, Sr. Program Coordinator 908.202.9902 rairey@bouldercounty.org 1325 Pearl Street Third Floor, Boulder, CO 80302
State of Colorado DHSEM	2021 Marshall Fire	Debris Monitoring	4/2021-8/2022	Michael Haney, Recovery Grants Section Supervisor 303.594.0572 Michael.Haney@state.co.us 9195 E Mineral Ave Suite 200, Centennial, CO 80112
	Legacy Closeout	Public Assistance		
Larimer County, CO	2021 Cameron Peak Fire	Public Assistance, 404 & 406 Mitigation, NRCS, CDBG-DR, Debris Monitoring	1/2014-current	Lori Hodges, Director of EM 970.498.7147 hodgeslr@larimer.org 4872 Endeavor Dr, Johnstown, CO 80534
	2020 COVID-19			
	2013 Floods			
Kentucky Emergency Management Agency (KYEM), KY	Multiple Events	Public Assistance, EOC Response, EM Response Plans	6/2017-9/2022	Jessica Mitchell, Recovery Branch Manager 502.607.5762 Jessica.a.mitchell36.nfg@mail.mil 100 Minuteman Pkwy, Frankfort, KY 40601

Client	Projects	Grants / Services	Dates	Contact
Oregon Dept. of Transportation, OR	2020 Wildfires Debris	Debris Monitoring	2/2021-4/2022	Jared George, Sr. Manager 786.235.8534 Jared.George@CDRMagurie.com 11740 SW 80th St Suite #102, Miami, FL 33183
Monroe Sherriff, FL	2020 COVID-19	Public Assistance	9/2019-5/2020	Jillian Cranney, Asst. Finance Director 305.809.3018 jcranney@keysso.net 5525 College Rd, Key West, FL 33040
	2017 Hurricane Irma			
City of Foley, AL	2020 Hurricane Sally	Public Assistance, 404 & 406 Mitigation, CDBG-DR	9/2020-current	Rachel Keith, EMA Director 251.970.2418 rkeith@cityoffoley.org 407 E Laurel Ave, Foley, AL 36535
Bay Minette, AL	2020 Hurricane Sally	Public Assistance, 404 & 406 Mitigation, CDBG-DR	9/2020-current	Tammy Smith, CPA, City Administrator/Finance Director 251.580.1692 TSmith@ci.bay-minette.al.us 301 D'Olive St, Bay Minette, AL 36507
Monroe County, FL	2019 Hurricane Irma PA	Public Assistance, 404 & 406 Mitigation	9/2019-4/2020	Julie E. Cuneo, Management Business Services Administrator 305.292.4460 Cuneo-Julie@MonroeCounty-FL.Gov 1100 Simonton Street 2-213 Key West, FL 33040
Bay County, FL	2018 Hurricane Michael	Public Assistance, 404 & 406 Mitigation, Debris	10/2018 - 9/2020	Ashley Stuckey, Budget Officer 850.248.8240 astuckey@baycountyfl.gov 810 W 11th St, Panama City, FL 32401
Florida Department of Environmental Protection (FDEP)	2018 Hurricane Michael	Debris Monitoring	2/2018-8/2019	Scott Woolam, Sr. Program Analyst 850.245.2806 Scott.Woolam@dep.state.fl.us 3900 Commonwealth Blvd. Mail Station 100 Tallahassee, FL 32399-3000
	2017 Hurricane Irma			
	2016 Hurricane Matthew			
Collier County, FL	2017 Hurricane Irma	Public Assistance, 404 & 406 Mitigation	9/2017-12/2018	Len Golden Price, Administrative Services Department Head 239.252.8450 Len.Price@colliercountyfl.gov 3301 Tamiami Trail E, Naples, FL 34112
Collier County Public Schools, FL	2017 Hurricane Irma	Public Assistance, 404 & 406 Mitigation	9/2017-12/2018	Siobhan Fox, Budget Director 239.377.0079 FoxSi@collierschools.com 5775 Osceola Trail, Naples, FL 34109

Client	Projects	Grants / Services	Dates	Contact
City of Naples, FL	2017 Hurricane Irma	Public Assistance, 404 & 406 Mitigation	9/2017-12/2018	Gary Young, Deputy Finance Director 239.213.1815 Gyoung@naplesgov.com 735 8th St S, Naples, FL 34102
Everglades City, FL	2017 Hurricane Irma	Public Assistance, 404 & 406 Mitigation	9/2017-12/2018	Dottie Joiner, CMC, City Clerk 239.695.4558 dsmallwood@cityofeverglades.org 102 Copeland Ave, Everglades City, FL 34139
Naples Botanical Garden, FL	2017 Hurricane Irma	Public Assistance, 404 & 406 Mitigation	9/2017-12/2018	Donna McGinnis, President 239.331.1202 dmcginnis@naplesgarden.org 4820 Bayshore Dr, Naples, FL 34112



BAY COUNTY, FL
DR-4399
2018

SERVICES PROVIDED:

EOC Response
FEMA Public Assistance
Grant Application Development
Post-Disaster Mitigation
Grants Management
Procurement Technical Assistance
Site Inspections
Debris Management
Construction Management Support
Document Validation
Training

REFERENCE:

Ashley Stukey
Budget Officer
Bay County
840 W 11th Street
Panama City, FL 32401
Phone: 850.248.8240
Email: astukey@baycountyfl.gov



HURRICANE MICHAEL DISASTER RECOVERY SERVICES

Synergy Disaster Recovery, LLC, as a subconsultant to CDR Maguire, supported Bay County, Florida with over \$500M of disaster recovery costs from Hurricane Michael. We provided initial Public Assistance support and then led FEMA HMGP grant application development and management. Our team was assigned as the County's Debris Manager overseeing their \$200M debris operation-the **largest locally-led debris mission ever in FEMA history**. Responsible for managing the County's debris monitoring and hauling firms, the team performed 100% validation of all invoices to ensure maximum FEMA reimbursement and avoid unnecessary payment.

HIGHLIGHTS



REIMBURSEMENT
WITHIN 12
MONTHS



HMGP FUNDS



SITE INSPECTIONS

- EOC Response and boots on the ground within 48 hours
- Largest advancement of funds in Florida history
- First Cat A PW obligated and reimbursed
- Managed largest locally-led debris mission ever in FEMA history

"Although we were somewhat prepared (plan, contracts, etc.); without your help, the enormous amount of requirements and overall necessary preparations for the "next hurdle" would have probably taken us down a road that would be hard, if not somewhat impossible, to overcome. In my opinion, the call to you for assistance was "by far" the best decision we made."

Don Murray
General Services Director, Bay County, FL

FEDERAL GRANT ASSISTANCE



COLLIER COUNTY, FL
COLLIER COUNTY
CONSORTIUM
DR-4337
2017

SERVICES PROVIDED:

EOC Response
FEMA Public Assistance
FEMA Grants Portal Training
Section 406 Mitigation
Procurement Technical
Assistance
Site Inspections
Debris Management
Document Validation
Training

REFERENCE:

Dan Summers
EM Director
3327 Tamiami Trail East
Naples, FL 34112
Phone: 239.252.3601
Email:
Dan.Summers@colliergov.net



HURRICANE IRMA DISASTER RECOVERY SERVICES

Collier County was one of the most severely impacted counties from Hurricane Irma. The county sustained extensive damage resulting in an estimated \$200 Million of disaster related expenses

The Synergy team was "boots on the ground" providing EOC support immediately after landfall. The teams ability to establish relationships, and lower cost structure resulted in the County selecting us as their primary Public Assistance consultant after initially choosing two consultants during its emergency procurement.

Synergy personnel under their previous employer, CDR Maguire, were instrumental in assisting the County recover over \$150M in Public Assistance Funding.

HIGHLIGHTS



Separate
Applicants



Debris Related
Costs



Public
Assistance
Funding

- ✦ This contract supported five (5) separate applicants throughout Collier County, including City of Naples, Mosquito Control District, Everglades City and Collier County Public Schools
- ✦ First applicant in the state of Florida for Hurricane Irma to have:
 - ✦ Funding Agreement in place
 - ✦ PW obligated
 - ✦ CAT A PW obligated
 - ✦ Reimbursement Request processed

FEDERAL GRANT ASSISTANCE



CITY OF JACKSONVILLE, FL
DR-4337
2021-Ongoing

SERVICES PROVIDED:

Grant Application Development
 Post-Disaster Mitigation
 Grants Management
 Procurement Technical Assistance
 Construction Management Support
 Document Validation
 Syn-Trax Grant Management Tool

REFERENCE:

Rose Nettles
 Emergency Management Coordinator
 City of Jacksonville Public Works
 214 North Hogan Street
 Jacksonville, FL 32202
 Phone: 904.255.8728
 Email: rnettles@coj.net



HURRICANE IRMA HMGP GRANTS MANAGEMENT

Synergy Disaster Recovery, LLC, as a subconsultant to Eisman & Russo, is currently supporting the City of Jacksonville, Florida's Public Works department with managing \$17M of HMGP grants resulting from Hurricane Irma. We have built our customized Syn-Trax tracking tool to assist the City in managing these and future mitigation grant funding opportunities. We are also assisting the City in grant application development for other FEMA HMA programs and the Resilient Florida Grant Program.

HIGHLIGHTS



IRMA HMGP
PROJECTS



HMGP FUNDS



DOCUMENTS MANAGED

- Managing the City's largest ever HMGP Grant
- Assisting the City with their first CDBG-MIT sub-application
- Created Syn-Trax workbook to manage City's projects

FEDERAL GRANT ASSISTANCE

4.



LARIMER COUNTY, CO
DR-4581
2021

SERVICES PROVIDED:

EOC Response
Debris Monitoring
Monitoring the Monitor™
FEMA Public Assistance
Document Validation

REFERENCE:

Lori Hodges,
Dir of Emergency Management
4872 Endeavor Drive
Johnstown, CO 80534
Phone: 970.619.4900
Email: hodgeslr@co.larimer.co.us



CAMERON PEAK FIRE RECOVERY

In response to the largest fire in Colorado state history, Synergy personnel were activated in Larimer County to provide both grant management and debris monitoring services. With the assistance of a certified arborist, the Synergy Team was able to rapidly deploy resources and assess over 14,000 hazard trees as a result of the fire.

The County molded their program to focus on the removal of hazard trees that pose a threat to egress on both County public roads as well as private roads in the burn scar. Through the strategy and recommendation of Synergy leadership, the debris mission chipped all trees in place, expediting the recovery process and saving more than a million dollars in additional costs.

As debris operations were winding down, the deadly Black Hollow Flood struck along the Cache La Poudre River in the heart of the burn scar, effecting a main thoroughway in the County. Once again Synergy staff deployed for EOC support, grant management and debris monitoring services, completing the mission within two weeks.

HIGHLIGHTS



Hazard Trees
Removed



Minimum Cost
Savings



Cost Per
Tree

- 🌱 Critical thinking and strategy to expedite recovery and minimize costs
- 🌱 4,000+ trees approved along private roads
- 🌱 Coordination with multiple federal and local partners
- 🌱 Costs 5-7 times lower than fires of similar scope and time frame

DEBRIS MONITORING

4. CAPACITY TO PROVIDE REQUESTED SERVICES

Working with our partners, FEMA and FDEM, we have been instrumental in developing a statewide, regional, and local recovery system that works for you, the Applicant, in getting your projects obligated and paid faster. We at **Synergy Disaster Recovery** are selective of the opportunities we pursue to ensure our clients receive the personnel, resources, and quality of services they deserve.

Our Team includes former public agency and private sector emergency management professionals who have overseen billions of dollars in recovery projects nationwide and maintains the capacity to quickly scale up and provide surge capacity to whatever extent The Town of Fort Myers Beach desires. Should the need arise to expand our resources and capabilities locally, we have the additional reach-back support of hundreds of professionals throughout the country, including disaster recovery specialists, engineers, and subject matter experts.

We have consistently delivered our services on time and within budget. Our current workload requires only about 60% of our staff availability. Below is a list of contracts currently activated where Synergy is the prime consultant:

Client	Project	Status	Number of Staff
School District of Desoto County Columbia County, FL	Public Assistance & Hazard Mitigation – DR4673	On-going grant management support	1 FTE
Charlotte County Public Schools, FL	Public Assistance & Hazard Mitigation – DR4673	On-going grant management support	2 FTE
Columbia County, FL	Public Assistance & Hazard Mitigation – DR4673	95% complete with current task order	0.25 FTE
Boulder County, CO	Marshall Fire Insurance Reconciliation – DR4634	50% complete with current task order	3 FTE
Breathitt County, KY	Public Assistance & other grant management – DR4643	On-going grant management support	2 FTE
City of Hindman, KY	Public Assistance & other grant management – DR4643	On-going grant management support	0.25 FTE

5. OTHER INFORMATION

Following the rollout of FEMA's PA delivery model in 2017, Synergy's successes include:

- ✓ The 1st PW (Cat B – Emergency Protective Measures) obligated for Hurricane Irma
- ✓ The 1st Cat A – Debris PW obligated for Hurricane Irma
- ✓ The 1st project reimbursed in Irma
- ✓ The largest Cat A - Debris Advancement in the Florida Divisions of Emergency Management's (FDEM) history - \$143.7M for Cat A for Hurricane Michael
- ✓ The simultaneous submission and closeout for Larimer County's Cameron Peak Fire Cat A Public Road debris project ~ \$4.1M
- ✓ Began the PPDR Insurance reconciliation process for Boulder County's Marshall Fire (the most destructive fire in Colorado's history) more than a year earlier than the Oregon & California wildfires.

Following the rollout of FEMA's PA delivery model in 2017, Synergy's successes in Florida include:

- ✓ The 1st PW (Cat B – Emergency Protective Measures) obligated for Hurricane Irma
- ✓ The 1st Cat A – Debris PW obligated for Hurricane Irma
- ✓ The 1st project reimbursed in Irma
- ✓ The largest Cat A - Debris Advancement in the Florida Divisions of Emergency Management's (FDEM) history - **\$143.7M for Cat A for Hurricane Michael**
- ✓ Supporting with the FROC formulation and resources to assist in Florida becoming the first state with a standardized process for Public Assistance
- ✓ Spearheading the FDEM Debris Task Force following Hurricane Ian

Other Long Term Recovery Support

In addition to the FEMA PA Program, the **Synergy Team** excels in applying for and managing other disaster recovery grants. Our proactive and innovative approach, tailors solutions to the client's specific priorities, organizational structure, and risks, which allows our team to maximize your time and money in the best possible manner. We have an unparalleled record supporting clients with other disaster grants outside of the

FEMA PA Program and recognize how each grant can work with one another to meet the Town's ultimate recovery objectives.

We understand the programs and requirements, providing the right professionals across all grant phases, from development of an unmet needs assessment and applications to preparing recovery plans. Our team of professionals can assist you in developing your Long-term Recovery plan which will help identify the best funding source for each project and coordinate all the necessary resources available including necessary state, local, regional, and federal partners. Members of our team have been involved in designing and implementing some of the most successful programs throughout the country including housing, infrastructure, and economic revitalization.

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Our team has first-hand knowledge from the perspective of subrecipients, homeowners, and applicants in funding projects through CDBG. We have provided project management, oversight and compliance, case management, process improvement. To that end, our team of experienced grants and project managers, and HUD CDBG-DR experts have the organizational and operational skills needed to assist the town from an Unmet Needs Assessment to Project Implementation and Closeout in a timely manner. We will ensure that the Town's needs are communicated to Florida DEO so that the State's Action Plan is tailored to meet your objectives.

Economic Development Services

In addition to the HUD, CDBG-DR program, the following programs should be considered as part of the town's recovery:

1. EDA
2. USDA
3. Community Development Financial Institution

The above are the core sources of potential assistance. Oftentimes, other federal agencies can have access to assistance to towns and cities impacted by disasters including the Army Corps of Engineers, the US Department of Transportation, and the US Department of Labor.

These programs can be used for a wide range of economic disaster recovery programs including infrastructure (water, sewer, roads, broadband), construction of commercial buildings, downtown/main street projects, housing, etc. Such funds will be awarded through competitive grants for which any affected community is eligible to apply.

The Synergy Team has the capacity and expertise along with its teaming partner GrantWorks, to assist the Town with all the above federal agencies as well as with the state with CDBG-DR funds to identify potential financial supporting opportunities, pursue obtaining such funding, and provide grant administration and compliance services for funding that is received.

Our team has the ability to work with the Town to make connections with the EDA regional office in Atlanta as well as the USDA Florida based offices and personnel. We offer a full range of technical and management services to our customers that includes full grant project management, project monitoring and compliance, pre-award application consulting, financial management, RFP/RFQ creation and implementation, stakeholder engagement and management, project design and implementation, subrecipient management and procurement, project scope identification and implementation, contract close out, environmental review, and audit readiness support.

Types Of Economic Development Projects We Support:

- Main Street Development
- Strategic Planning
- Infrastructure (new and improvements)
- Economic Recovery & Resilience
- Workforce Development
- Environmentally Sustainable Economic Development

Florida Recovery Obligation Calculation (F-ROC)

Joining forces with FDEM Director Guthrie and his team, Synergy's Tracy Doyle and Joe Gross, have been pivotal on the conceptualization and standardization of the F-ROC program.

F-ROC is a concept developed to help Florida Applicants leverage technology, improve processes and ensure that recovery dollars are flowing to affected communities as quickly as possible with the least amount of financial risk. Through standardization, FDEM will streamline and simplify the Public Assistance Process by reducing the number of errors, omissions and inconsistencies allowing Applicants to receive larger cash advances.

Synergy's PA Playbook

Over the years of administering FEMA's Public Assistance Program, we have taken pride in, not only documenting our lessons learned and best practices but, taking the necessary steps to implement them during our engagements. We have developed our "PA Playbook", a document that guides all project staff through the activities involved in the Public Assistance process.

Every project is carried in a consistent manner following the "**Synergy Way**". To set a new standard, we have included multiple measures of QA/QC in our processes. One such example is the creation and implementation of comprehensive checklists from damage assessments to close-out to ensure each procurement, for every project, has been validated for compliance. An example page from one of our checklists is provided on the following page.

6. COST

Consulting Services

RFP-23-07-AD

Form 1 - Price Sheet

NAME OF CONSULTANT Synergy Disaster Recovery LLC

Proposal Number RFP-23-07-AD

SCHEDULE OF PROPOSED PRICES/RATES

Position	Hourly Rate*
Subject Matter Expert (SME)	\$ 225.00
Project Manager	\$ 165.00
Assistant Project Manager	\$ 155.00
Senior Grant Specialist	\$ 175.00
Grant Specialist	\$ 130.00
Damage/Safety Inspector	\$ 135.00
EOC Support	\$ 155.00
Sr. Engineer	\$ 195.00
Engineer	\$ 155.00
Jr. Engineer	\$ 100.00
EHP Specialist	\$ 125.00
Cost Estimator	\$ 135.00
GIS Specialist	\$ 125.00
Admin. Assistant	\$ 50.00
Anticipated Total NTE	\$

2

*Travel expenses such as lodging and per diem, should not be part of the hourly rates above, and will follow guidelines established by the US General services Administration (GSA) applicable rates for the area.

-42-

1. Title Page

TOWN OF FORT MYERS BEACH, FLORIDA

DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES FOR INCIDENTS AND EVENTS

RFP 23-07-AD



Submitted to

Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Contact Person

Bill Slater
Vice President of Recovery
400 International Parkway, Suite 300
Lake Mary, Florida 32746
Cell: 315.440.4775
bslater@tidalbasin.rphc.com

December 27, 2022



Tidal Basin Government Consulting, LLC
675 N. Washington Street, Suite 400, Alexandria, VA 22314
888.282.1626 | tidalbasingroup.com

Table Of Contents

1. Cover Page	
Table Of Contents	i
2. Cover Letter	ii
3. Required Forms	1
4. Proof of Minimum Requirements	8
Business License	8
Stafford Act Experience	8
Sub-Grantee Experience	10
Project Team	10
Insurance Requirements	11
5. Statement of Qualifications	12
Section 1: Qualifications	12
Section 2. Approach	68
Section 3: Experience	80
Section 4: Capacity to Provide Requested Services	87
Section 5: Other Information	91
Section 6: Cost	94
Appendix	96

2. Cover Letter

Date: December 27, 2022

Town of Fort Myers Beach, Florida

2525 Estero Boulevard
Fort Myers Beach, Florida 33931

Subject: RFP 23-07-AD, Disaster Recovery and Mitigation Consulting Services for Incidents and Events

Dear Sir/Madam,

Tidal Basin Government Consulting, LLC (Tidal Basin) understands that the Town of Fort Myers Beach (the Town) is seeking professional disaster consulting services to assist with participation and qualification under the Federal Emergency Management Agency (FEMA) Public Assistance Program and other federal or state agencies for Disaster Recovery and Mitigation Consulting Services for Incidents and Events. Tidal Basin employs top talent from the emergency management and recovery industry who bring expertise in successfully supporting financial recovery for federal, state, local government, and private sector clients. We take pride in our ability to assist all clients, including the Town, to identify and achieve emergency management and disaster recovery goals. We were founded on the principles of maintaining the high integrity of our staff, delivering quality work at the best possible price, and delivering results for our clients so they can maximize their return on investment.

Communities throughout the United States trust Tidal Basin as their disaster consulting partner. The Town of Fort Myers Beach will continue to benefit from our cutting-edge reimbursement knowledge in handling catastrophic losses. Whether the need involves strategic planning, targeting grants and funding resources, staff training and augmentation, or resolving the Town's property insurance claims; we deliver expert-level guidance, technical assistance, and advisory services in current disaster recovery efforts and those yet to be experienced. Our firm possesses the requisite understanding of the outlined scope of services and tasks and will provide a top-notch team of experts to execute the goals, objectives, and intentions of Fort Myers Beach.

Tidal Basin's consulting team consists of over 2,000 full and part-time employed, deployable consultants that include insurance professionals, emergency managers, project managers, licensed engineers, planners, instructors, housing inspectors and specialists in specific disaster-related disciplines. We employ some of the most widely respected professionals in the industry, offering unparalleled, hands-on experience in the fields of emergency management, public safety, contingency development, disaster operations, all-hazard training, continuity of operations, and loss mitigation. Our leadership team includes seasoned senior staff and policy/program subject matter experts who have successfully negotiated every major disaster event in the last 35+ years.

Tidal Basin's reputation for strategic thinking and effective management of the total financial recovery process has gained us experience of some of the most challenging and high-profile losses of the past quarter century. We have assisted with recoveries that required extreme flexibility, technical expertise, and the ability to mobilize quickly.

Our knowledge of the FEMA Public Assistance program, as well as numerous other funding streams, including the Hazard Mitigation Grant Program (HMGP), is unmatched, and we are ready to continue

assisting the Town upon activation. We are prepared to offer in-person assistance as needed and have also developed a remote approach to maintain forward progression both during these uncertain times and as a cost-effective long-term approach.

We have enduring relationships with our clients because of our unwavering dedication to professionalism; unsurpassed knowledge of policy, systems, and agencies; and a focus on tailoring our work product, communication, and reporting structures to fit your organizational needs. Everything from our personalized approach to service and dedicated leadership team, to our customized project management system and daily and weekly reports are designed to provide the Town with the insights, intelligence, and guidance necessary to make well-informed leadership decisions before, during and after a disaster event. Tidal Basin looks forward to the opportunity to continue our laser focus on excellence, expertise, and exceeding expectations on the Town's behalf, and commits to perform the services outline in the RFP.

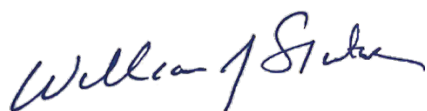
Tidal Basin acknowledges the following:

- + Our response is based on the terms set forth in the RFP and all amendments thereto posted on Buyer's website as of the date of the response
- + Our team has monitored the Buyer's website for subsequent amendments and for either maintaining, amending or withdrawing the response prior to the response due date based on those subsequent amendments.
- + Attachments C & E

As Vice President, I am authorized to negotiate terms, render binding decisions, commit the firm's resources, and receive correspondence regarding this RFP. **My resume can be found in the Appendix of our response.**

We thank you in advance for your consideration.

Sincerely,



Bill Slater, Vice President

M: 315-440-4775 | E: bslater@tidalbasin.rphc.com

FEIN: 20-5926493

Corporate Address: 126 Business Park Drive, Utica, NY 13502

3. Required Forms

On the following pages, Tidal Basin provides the following:

- + Federal Forms
- + Conflict of Interest Certificate
- + Addendum 1

Please note, per the addendum dated December 22, 2022, Tidal Basin has acknowledged Attachments C&E in our Cover Letter.

Federal Form 1

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name Project Name Disaster Recovery and Mitigation Consulting Services for Incidents and Events

Title Project Number RFP-23-07-AD

Firm Tax ID Number 20-5926493

Street Address DUNS Number Address: 126 Business Park Drive, Utica, NY 13502

The town, State, Zip DUNS: 82-863-6741

Signature Mona E Suppa Date 12/22/2022

Federal Form 2
CERTIFICATION REGARDING LOBBYING

The undersigned (Vendor/Contractor) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

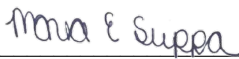
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor/Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Tidal Basin Government Consulting, LLC

Contractor (Firm Name)



Signature of Contractor's Authorized Official

Maria E. Suppa, Senior Vice President

Name and Title of Contractor's Authorized Official

12/22/2022

Date

FORM 2**CONFLICT OF INTEREST CERTIFICATE**RFP No. RFP-23-07-AD

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the town or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Maria E Suppa
Signature

Maria E. Suppa, Vice President
Name of Official (Type or Print)

Tidal Basin Government Consulting, LLC
Company Name

126 Business Park Drive
Business Address

Utica, NY 13502
The town, State, Zip Code

SECTION II

I hereby certify that the following named the town official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, Lee County Florida, prior to bid opening.

Name	Title or Position	Date of Filing
<u>N/A</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Maria E Suppa
Signature

Maria E. Suppa, Senior Vice President
Name of Official (Type or Print)

Tidal Basin Government Consulting, LLC
Company Name

126 Business Park Drive
Business Address

Utica, NY 13502
The town, State, Zip Code



ADDENDUM TO CONTRACT DOCUMENTS

ITB-23-07-AD

Addendum No.: 1

CONTRACT/PROJECT NAME: Disaster Recovery and Mitigation Consulting
Services for Incidents and Events

DATE OF ISSUE: December 22, 2022

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

Clarifications

Disregard the “ Anticipated Total NTE” amount under the
Schedule of Proposed Prices/Rates

Questions

The following questions were received:

Q: Is there an incumbent?

A: Yes, there is.

Q: If there is an incumbent, can the Town provide the rates?

A: The current incumbent was brought in by a third party.

Q: Is this for active work or is it a standby contract?

A: This is for both active work and standby.

Q: Section 1.4, Minimum Requirements for Contractor, Items 2 and 4 (Page 3) requires that respondents provide a list of organizations and point of contact for 3 years of experience. Given that our firm has worked many such projects over this time period, can we provide points of contacts for just the most relevant projects (e.g., recent projects or just those in Florida)?

A: Yes, you can provide points of contacts for the most relevant projects.

Q: RFP Section 2.3, "Format/Content of Responses", item H (Page 6) states that "price offerings shall be inclusive of all costs." However, Form 1 (Price sheet), Page 42, indicates that "Travel expenses such as lodging and per diem should not be part of the hourly rates above." Please confirm that the hourly rates provided on the price sheet will include overhead and fee, but that travel expenses can be billed separately at cost with no markup in accordance with FEMA guidelines.

A: Travel expenses must follow the FEMA guidelines.

Q: Form 1 (Price sheet), Page 42, indicates a line item for "Anticipated Total NTE." Given that only hourly rates are being provided (and not level of effort), please confirm that we may leave that line blank.

A: Please see the clarification above.

Q. Can the Town please confirm which forms are required for 3: Attachments? C & E show as "required" but there are no options for signature.

A. Acknowledgement of those can be mentioned in the cover letter.

Q. Section 3: Experience : *"Provide a list of completed projects that are similar in nature and scope with references to include a contact person, position, email address and telephone number. The points of contact listed in this section will be selected at random for Section 5: References."* Section 5 per the RFP is to be titled "Other Information." Is there a business reference form that is to be included? If so, will the Town be providing that?

A. There is no reference form, the Town does not have a reference form

Q. Section 4, Proof of Minimum Requirements, Sub-Grantee Experience states to provide *"Three years of documented experience within the last five years working with sub-grantees..."* Is the Town seeking three years or 5 years of experience?

A. The Town is seeking documented experience within the last five years.

Q. Attachment C – Required Federal Affirmative Steps & Attachment E Federal Funding Provision are both listed as "require forms" but do not have a signature line. Can the firm's "acknowledgement" of the terms set forth in the RFP in our cover letter suffice as acknowledgment of those forms for our response?

A. Acknowledgement of those forms can be mentioned in the cover letter.

Q. Can our response include additional positions under "Form 1 – Price Sheet" for the Town consideration to assist with any long term economic recovery needs in the future?

A. Yes, the firm can include additional positions.

Q. Under Form 1 – Price Sheet the town is requesting a “Not to Exceed Amount.” This is difficult to do not knowing the Town’s current damage estimates. Will the town accept the following response: “5% of total damages, or to be negotiated based on award and Town’s desired needs”?

A: Please see the clarification above.

Please Print Tidal Basin Government Consulting, LLC /888.282.1626

Company Name & Phone Number

Mona E Suppa

Signature

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202

4. Proof of Minimum Requirements

Business License

Tidal Basin and our subcontractors provide our applicable business licenses in the Appendix of our response.

Stafford Act Experience

Below, Tidal Basin provides a comprehensive list of documented experience under the requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, including the authorized alternative procedures for the FEMA Public Assistance Program in grantee or sub-grantee management, Section 406 Mitigation, and administration of State and FEMA Public Assistance Grant Programs.

Client Name	Location	Contact Information
Aldine ISD	Texas	Patricia Guidry: 281-985-6212
Anderson Medical	South Carolina	Jerry Parish: 864-512-1000
Ashford Presbyterian Community Hospital	Puerto Rico	Frances Chavez: 787-721-2160
Baptist Health Services	Texas	Susan Magner: 786-594-6075
Beaumont Independent School District	Texas	Cheryl Hernandez: 409-617-5000
Big Bend Community Based Care	Texas	Lori Gullledge: 850-488-0506
Butte County Office of Emergency Management	California	Casey Hatcher: 530-552-3336
Cameron County	Texas	Pete Sepulveda: 956-982-5414
Callayomi County Water District	California	John Hammer: 707-355-0420
Central Community School System	Texas	Jan Moreland: 225-906-4158
Charlotte County	Florida	Patrick Fuller: 941-833-4001
City of Aventura	Florida	Joseph Kroll: 305-466-8970
City of Bonita Springs	Florida	Lisa Roberson: 239-949-6262
City of Dallas	Texas	Rocky Vaz: 214-670-4277
City of Gulf Breeze	Florida	Sheila Fitzgerald: 850-393-5239
City of Hialeah	Florida	Luis Suarez: 305-883-5800
City of Key West	Florida	Todd Stoughton: 305-809-3811
City of Kinston	North Carolina	Donna Goodson: 252-939-3281
City of Los Angeles - Department of Water and Power	California	Ofelia Rubio: 213-367-3314
City of Miami	Florida	Wendy Fernandez: 305-569-3691
City of Miami Beach	Florida	Jason Crouch: 305-673-7000
City of San Jose	California	Nancy Ta: 408-535-3500
City of Sanibel	Florida	Jocelyn Upchurch: 239-472-9615 x368
City of Sunny Isles Beach	Florida	Evelyn Rodriguez: 305-792-1800
Clay County Florida	Florida	Glen East: 904-657-3174
Collier Public Schools	Florida	Kamela Patton: 239-252-8998
Colorado Springs Utilities	Colorado	Dan Noble: 719-448-4800
Cottage Health	California	Brett Tande: 805-569-7548

Cypress Creek Christian Church	Texas	Norma Lowrey: 281-376-7121
Florida International University	Florida	John M. Cal: 305-348-4001
Florida Keys Electric COOP	Florida	Marie Braun: 305-852-1026
Fort Myers Beach	Florida	Chelsea O’Riley: 239-765-0202
Hendrick Health System	Texas	Susan Wade: 325-670-2844
Hendry County	Florida	Robert Pastula: 239-565-5835
Hialeah Gardens	Florida	Juan Rivera: 305-558-4114
Hialeah Housing Authority	Florida	Jose Martinez: 305-888-9744
Hillsborough Co Aviation Authority	Florida	Aimee Pidgeon: 813-418-1629
Holy Cross Hospital	Florida	Ron Brandenburg: 954-771-8000
Houston Community College	Texas	Robert McCracken: 713-718-7520
Houston Housing Authority	Texas	Mark Thiele: 713-260-0552
Jefferson County	Texas	Cary Erickson: 409-839-2391
Jefferson Parish	Louisiana	Tim Palmatier: 504-364-2767
John Wayne Airport	California	Richard Steele: 949-252-5264
Johnson County	Texas	Larry Woolley: 817-558-9400
Jones County, North Carolina	North Carolina	Kyle Smith: 252-448-7571
Keys Energy Services	Florida	Jesse Perloff: 305-295-1014
Lee County	Florida	Lee Mayfield: 239-533-0620
Lee County School District	Florida	Susan Malay: 239-337-8599
Martin County	Florida	Sally Waite: 772-285-2298
McLeod Regional Medical Center	South Carolina	Valerie Watson: 843-777-5558
Mennonite General Hospital	Puerto Rico	Frances Chavez: 787-738-8084
Michigan EM and Homeland Security Division	Michigan	Tiffany Vedder: 517-599-5333
Monroe County	Florida	Krista Presnick: 305-292-4473
Mount Sinai Hospital	Florida	April Hoyt: 305-674-2121
Northern Virginia Emergency Response System	Virginia	Andrew Slater: 703-345-8325
NYS Dept of Homeland Security/Office of General Services	New York	Larissa Guedko: 518-322-4912
Orange County	New York	Dominick Greene: 845-615-0469
Palmetto General Hospital	Florida	Michele Thoman: 305-823-2173
Pender EMS and Fire, Inc.	North Carolina	Woody Sullivan: 910-259-0891
Puerto Rico Department of Housing	Puerto Rico	R Comas: 833-234-2324
Stanford Health Care	California	Manual “Anthony” Morales: 650-725-1248
State of Alaska	Alaska	Alan Cavallo: 907-428-7051
State of Hawaii	Hawaii	Lorinda Wong-Lau: 808-733-4300
State of Tennessee	Tennessee	Judith Huff: 615-741-3883
U.S. Virgin Islands	USVI	Adrienne Williams Octalien 340-714-1635
University of Miami	Florida	Jude Cherry: 305-284-3163

Sub-Grantee Experience

Below, Tidal Basin provides a sampling of three years of documented experience within the last five years working with sub-grantees with a damage claim in excess of \$25,000,000.

Client Name	Location	Contact Information
City of Hialeah	Florida	Armando Rojas: 305-863-2847
City of Key West	Florida	Todd Stoughton: 305-809-3811
Puerto Rico Electric and Power Authority (PREPA)	Puerto Rico	Mariacarmen Rivera: 787-521-3434
Stanford Healthcare	California	Manual "Anthony" Morales: 650-725-1248

404 Hazard Mitigation Grant Program and Section 406 Public Assistance Experience

Client Name	Location	Contact Information
State of Alaska	Alaska	Alan Cavallo: 907-428-7051
New York State Division of Homeland Security and Emergency Services	New York	Larissa Guedko: 518-522-9088
State of Hawaii	Hawaii	Lorinda Wong-Lau: 808-733-4300 x821
Jefferson County Drainage District #7	Texas	Phil Kelly: 408-985-4369
Florida Keys Electric Cooperative	Florida	Marie Braun: 305-852-1026
Jefferson County	Texas	Patrick Swain: 409-835-8500

Project Team

Tidal Basin provides it proposed project team below. Further qualifications for our team, inclusive of resumes, can be found in *Section 5: Statement of Qualifications*.

Position	Staff	Firm
Engagement Manager	Joseph Villegas	Tidal Basin
Subject Matter Experts	Luis Avila Cesare "Skip" Cerminaro Bailey deRouen	Tidal Basin
Project Manager	Alyza Supriana	Tidal Basin
Assistant Project Manager	Andrew Kemler	Tidal Basin
Senior Grant Specialist	Lori Borman	Tidal Basin
Grant Specialist	Moises Nova	Tidal Basin
Damage/Safety Inspector	Jonathan Brumfield	Taylor Engineering
EOC Support	Charles Parker	Tidal Basin
Sr. Engineer	Kenneth Craig	Taylor Engineering
Engineer	Jacob Burkey	Woolpert
Jr. Engineer	Nicole McClain	Taylor Engineering

EHP Specialist	Tina Hauk	Tidal Basin
Cost Estimator	Keith Knight	Taylor Engineering
GIS Specialist	John McEwen	Tidal Basin
Administrative Assistant	Christina Copeland	Tidal Basin

Insurance Requirements

Tidal Basin provides proof of insurance in the Appendix of our response.

5. Statement of Qualifications

Section 1: Qualifications

Date Established	November 14, 2006
State of Incorporation	Washington, DC
Key Leadership	+ Daniel Craig, Chief Executive Officer + Steven Surace, President and CFO + Mark Mischak, COO and Senior Vice President + Carlos Castillo, CDO and Senior Vice President + Melissa Gordon, CIO and Senior Vice President + Maria Suppa, Deputy CFO and Senior Vice President + Esrone McDaniels, Deputy COO and Senior Vice President
Previous Names	Not applicable

Description and History

Tidal Basin was founded by Daniel A. Craig after serving as the Presidentially appointed FEMA Associate Administrator of the Recovery Division. While at FEMA, Mr. Craig also served in roles including the Regional Administrator for Region I, where he was responsible for managing FEMA's preparedness, mitigation, response, recovery, and training activities in the New England region.



In 2018, Rising Phoenix Holdings Corporation (RPHC) was formed to manage the combination Tidal Basin Group and its sub-entities and affiliates, including Tidal Basin Government Consulting, LLC, Tidal Basin Caribe, LLC, and Tidal Basin Federal, LLC, and TB Customer Relations, LLC. Daniel Craig now serves as the CEO for Rising Phoenix Holdings Corporation.

In 2018, Tidal Basin Caribe, LLC, a wholly owned subsidiary of Rising Phoenix Holdings Corporation, was created to provide consulting services throughout the Caribbean. In 2020, Tidal Basin Federal, LLC, a wholly owned subsidiary of Rising Phoenix Holdings Corporation, was created to provide consulting services for the federal government and Department of Defense agencies.

In June 2022, we launched TB Customer Relations, LLC (TBCR), a customer focused contact and technology consulting firm that is part of a family of subsidiaries and closely held affiliate companies. TBCR and the RPHC family of companies have the same beneficial owners, with a shared workforce, management, corporate support, facilities, and other resources. Adding this contact center to our portfolio of offerings has enabled us to provide contact and customer service support on many of our disaster recovery and applicant assistance programs.

RPHC also recently acquired Capraro Technologies which has expanded our technology offerings to include technical consulting and delivery services ranging from infrastructure and cybersecurity planning

and implementation to custom software application design, development, and delivery. In addition, we can assist with Software-as-a Service (SaaS) or Commercial off-the-shelf (COTS) software consulting and configuration and software support and maintenance services. We recently developed and launched **Phoenix OneCase**, our in-house grant and case management system. This system is completely customizable to suit the needs of our client and can become the system-of-record for agencies and organizations who may not already have a data and compliance management technology solution.

Tidal Basin takes a hands-on approach, with a core mission of achieving a full financial and physical recovery for our clients who are eligible to receive assistance from the FEMA Public Assistance (PA) and Individual Assistance (IA) program, Hazard Mitigation Assistance (HMA) grants, FEMA Building Resilient Infrastructure and Communities (BRIC), FEMA Flood Mitigation Assistance (FMA), FEMA StormAct, HUD Community Development Block Grant-Disaster Recovery and Mitigation (CDBG-DR/CDBG-MIT), insurance, U.S. Department of Treasury and all other available funding sources following a disaster.

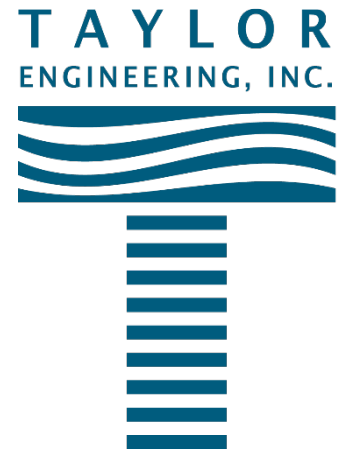
We provide unmatched experience and resources to organizations, businesses, governments, and communities in helping them prepare for, respond to, recover from, and mitigate natural and human-made disasters. Each Tidal Basin team member has deep expertise in managing and administering emergency and disaster management programs for government and business resiliency planning, community and economic development, housing and infrastructure, and critical infrastructure facilities, including healthcare systems, educational facilities, aviation, highway, and rail transit. We are also highly experienced and knowledgeable in providing strategic advice at the federal, state, and local levels.



Subcontractors

Taylor Engineering

Since 1983, Taylor Engineering, Inc. has provided leading-edge solutions in the water environment. With headquarters in Jacksonville, Florida; full-service branch offices in Destin, Sarasota, and Tampa, Florida; and a field office in the U.S. Capital region; we have a company-wide focus on water-related engineering, planning, management, and environmental challenges and an emphasis on coastal regions. Our expertise is in projects that cover the spectrum of water-related issues—coastal restoration and management, coastal processes analysis, beach nourishment, coastal structures, ports, harbors and marinas, environmental restoration and management, waterfront access structures, wave and storm-surge modeling, flood control, flood insurance studies, and more. Each service shares a common characteristic: it supports projects occurring in the water or at the water’s edge. Taylor Engineering is the largest Florida-based coastal, marine, and water resources engineering firm, and few, if any, can match Taylor Engineering’s focus on coastal and water resource engineering, sciences, and management.



Key services within our core areas of expertise include:

- | | |
|---|--|
| + Beach Nourishment | + Dredging and Dredged Material Management |
| + Shore Protection and Erosion Control | |
| + Coastal Processes Analysis | + Hydrology and Hydraulics Analysis and Modeling |
| + Coastal Hydraulics, Wave, and Beach Modeling | + Flood Control and Floodplain Management |
| + Environmental Assessment, Planning, Permitting, and Restoration | + Water Resources Management |
| + Marine Structures | + Geographic Information Systems Mitigation Design |
| + Waterfront Recreation Facilities | + Construction Phase Services |
| + Policy, Planning, and Programming | |

Throughout Taylor Engineering’s 39+ year history, we have developed a well-established portfolio of successful marine projects. Taylor applies a “long-haul” approach to projects—one that focuses on the application of the problem-solution cycle of engineering and program development. Taylor Engineering bases this effort on its commitment to providing a life-cycle approach to the art and science of delivering leading-edge solutions in the water environment.

Woolpert

Since our inception in 1911, Woolpert has been dedicated to building an outstanding team of engineers and professional staff whose progressive technical expertise and client-relations skills are among the best in the industry. Our 2021 ENR Top Design Firms Ranking of 59 shows the national scale and diversity of services



W O O L P E R T

ARCHITECTURE | ENGINEERING | GEOSPATIAL

we offer. Specific services we provide include watershed management, stormwater/water/wastewater design, floodplain management, inventory and condition assessment, architectural/engineering design, sustainable design, surveying, permitting, design-build, aviation design, energy solutions, planning, photogrammetry and mapping, remote sensing, information management, enterprise asset and maintenance management systems, geographic information systems (GIS), facility design, analysis, and regulatory compliance. Woolpert was ranked number 19 on Trenchless Technology's "2021 Top 50 Trenchless Engineering Firms in North America." With more than 60 offices across the U.S. and internationally (and 5 offices in Florida), Woolpert has the relevant experience, professional expertise, technical support, and quality review personnel to complete virtually any assignment in the required timeframe. Our staff's ability to collaborate and bring together a multi-office, multi-disciplinary team distinguishes us from other firms.

Woolpert professionals are supported by state-of-the-art technology, including proprietary software programs that the company has developed to provide our clients with innovative solutions. Deadlines and cost controls are managed with the same precision applied to the solution of engineering problems, giving Woolpert a strong competitive advantage in the area of operations.

Legal Proceedings

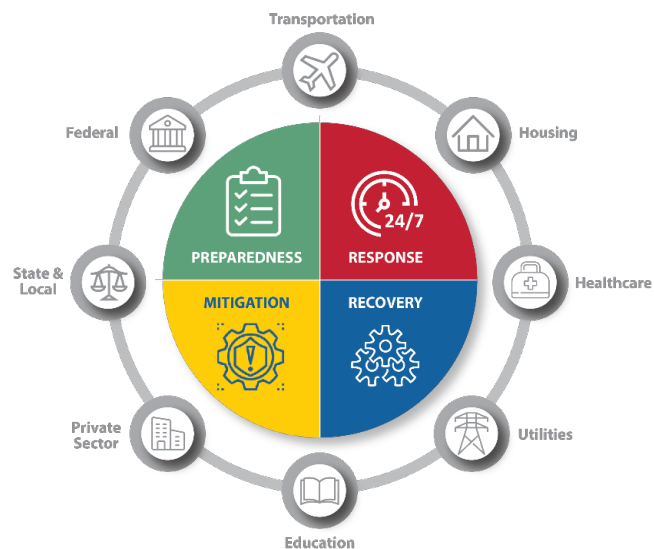
- + On or about February 2019, Tidal Basin Government Consulting, LLC ("TBGC") was named as a defendant in a lawsuit filed in US District Court in Virginia by a former housing inspector who worked briefly in Puerto Rico for a Joint Venture, Vanguard Emergency Management, in which TBGC is one-third partner. The lawsuit alleges that the plaintiff was misclassified as an independent contractor rather than as an employee, and that she was not paid overtime at the rate of time and a half hour over 40 in violation of the Fair Labor Standards Act. The lawsuit seeks to represent a class of housing inspectors who worked for Vanguard Emergency Management during the three-year period prior to the filing of the lawsuit. This case settled out of court.
- + On or about June 2022, an applicant of the Florida Emergency Rental Assistance Program also known as "Our Florida" filed a lawsuit in the County Court, Second Judicial Circuit, in and for Leon County, Florida naming Our Florida as a defendant. Tidal Basin Government Consulting, LLC ("TBGC") is managing, administering, and implementing Our Florida on behalf of the State of Florida, Department of Children and Families pursuant to an agreement executed by and between the parties. The lawsuit alleges that "Our Florida" disclosed the applicant's confidential information without her authorization. County Court Judge granted TBGC's Motion to Dismiss and dismissed the case for failure to state a cause of action.

- + On or about June 2022, an applicant of the Florida Emergency Rental Assistance Program also known as “Our Florida” filed a lawsuit in the County Court, Second Judicial Circuit, in and for Leon County, Florida naming Our Florida as a defendant. Tidal Basin Government Consulting, LLC (“TBGC”) is managing, administering, and implementing Our Florida on behalf of the State of Florida, Department of Children and Families pursuant to an agreement executed by and between the parties. The lawsuit alleges that “Our Florida” disclosed the applicant’s confidential information without her authorization. County Court Judge granted TBGC's Motion to Dismiss and dismissed the case for failure to state a cause of action.
- + One or about July 2022, Tidal Basin Government Consulting, LLC (“TBGC”) was named a defendant in a lawsuit filed in the County Court in and for Broward County, Florida by a landlord whose tenant applied for assistance to the Florida Emergency Rental Assistance Program also known as “Our Florida”. TBGC is managing, administering, and implementing Our Florida on behalf of the State of Florida, Department of Children and Families (“DCF”) pursuant to an agreement executed by and between the parties. The lawsuit alleges that TBGC failed to honor an email sent to the landlord confirming that the tenant was deemed eligible to receive assistance, and that payment was going to be disbursed shortly. Although the landlord claims to never have received payment, Our Florida records show that payment was disbursed in compliance with the policies and procedures set forth by DCF. County Court Judge granted TBGC's Motion to Dismiss and dismissed the case for failure to state a cause of action.

None of the proceedings included above have impacted or will impact Tidal Basin Government Consulting, LLC business operations.

Staff and Key Personnel

The Tidal Basin team prides itself on the support we provide while guiding our clients through the comprehensive emergency management and disaster recovery process. We are committed to serving our clients through shared expertise and transfer of our knowledge to build their capacity. Since most of our leadership team have been in our client’s shoes as former federal, state, and local government emergency leadership themselves, we bring a unique understanding of the needs and challenges our clients face following devastating events.



Each member of Tidal Basin’s team has deep expertise in managing and administering emergency and disaster management programs for government and business resiliency planning, community and economic development, housing and infrastructure, and critical infrastructure facilities including healthcare systems, educational facilities, and aviation and rail transit. We are also highly experienced and knowledgeable in providing strategic advice at the federal, state, and local levels.

Tidal Basin provides the highest-level program and policy expertise and works together with our clients, partners, and stakeholders to ensure our work complies with program eligibility requirements and

applicable codes, standards, and regulations. To ensure strict adherence to written program policies and federal regulations, we offer elevated levels of file compliance oversight. Our quality principles for compliance include upfront QA/QC reviews, well-documented processes and analytical reviews supported by methods for project management and controls, data management and reporting, audit proofing, and fiscal management. Subject Matter Experts (SMEs) are available for ongoing consultation on any policy guidance or compliance area. When scenarios warrant additional reviews, we escalate issues and request formal policy clarifications.

Effective disaster recovery and resiliency consulting does not only mean securing funding on the front-end, but also protecting funding from potential negative audit findings due to non-compliance, lack of documentation, or inadequate eligibility justification. Our deep understanding of disaster recovery and relief programs, along with our hands-on experience gained during some of the worst disasters in U.S. history, allows us to effectively reach our clients' recovery goals. **Tidal Basin understands what it takes to get things done the right way.**

Services

Tidal Basin's team of experts provides comprehensive solutions to prepare for and recover from natural and human-caused hazards. Utilizing a risk-based and whole- community perspective, our highly trained staff assists our clients in the following services:

- FEMA Grants Management
- FEMA 404/406 Mitigation
- FEMA Housing Inspection Services
- Hazard Mitigation Planning
- Resiliency Building
- FEMA Public Assistance
- Debris Monitoring
- Program and Capabilities Assessments/Needs Assessments
- Gap Analysis
- Emergency Management and Preparedness Training
- Homeland Security Exercise and Evaluation Program (HSEEP) consistent all-hazards exercises
- EOP Development
- Comprehensive Emergency Management Plan (CEMP) Development
- Continuity of Operations (COOP)/Business Continuity Plan (BCP) Development
- Pre-Disaster/Cost Recovery Planning
- Critical Infrastructure Specific Planning
- Emergency Operations Center (EOC) Planning, Training and Exercises
- Incident Action Plan, EOC Action Plan, Incident Support Plan or other real-world and special event, incident response plan development and execution
- Consequence Management guidance and planning
- Executive Leadership expertise, guidance, training and exercising
- Strategic Planning and development
- Healthcare/hospital preparedness and recovery
- Threat and Hazard Identification and Risk Assessments (THIRA) / Stakeholder Preparedness Review (SPR)Resiliency Building

Resumes

On the following pages, Tidal Basin provides resumes of proposed staff best suited to the needs of the Town of Fort Myers Beach.

Joseph Villegas

ENGAGEMENT MANAGER

EDUCATION

- BS, Business/Corporate Communications, Walsh University
- FEMA Emergency Management Institute, Professional Studies, 2017-2018

AREAS OF EXPERTISE

- Emergency Management
- Team Building
- Leadership
- Strategic Planning
- Disaster Response
- Public Safety
- NIMS

CERTIFICATIONS

- FEMA Advanced Academy, 2019
- FEMA Basic Academy, 2018

BOARD AND COMMITTEE MEMBERSHIPS

- International Association of Emergency Managers
- Wayne County 911 Advisory Committee
- State of Ohio Multi-Agency Radio Communications Local Sub-Committee
- University of Akron – Emergency Management and Homeland Security Program Advisory Committee
- Emergency Management Association of Ohio – Vice President

PROFILE

Mr. Villegas is a professional communicator focused on coordinating resources. He excels in managing multiple, concurrent projects with strong problem solving, decision making through difficult situations, and follow-through capabilities.

RELEVANT EXPERIENCE

Deputy Director of Public Assistance and Recovery, Tidal Basin Government Consulting, LLC, June 2022 – Present

Responsible for oversight of Project Managers and Client Engagement for the Recovery and Public Assistance business unit. Also responsible for quality assurance and the professional development of the project team members.

Director, Wayne County Emergency Management Agency, Wayne County, Ohio, December 2011 – May 2022

- + Ensured disaster resilience in Wayne County (Ohio) by performing preparedness and mitigation activities while functioning as emergency and resource coordinator during and after major incidents.
- + Created a collaborative environment for community leaders, first response, and local, state, and national organizations to build a county disaster management program.
- + Public relations strategist with extensive experience directing campaigns to promote disaster preparedness and mitigate the effects of any crisis.
- + Designated as Public Information Officer in many communities within Wayne County Ohio.
- + Problem solving and crisis communication in an often politically sensitive or contentious scenario to meet emergency management objectives between jurisdictions.
- + Monitored and influence state and local legislation that affect the public safety community.

- + Coordinated training and funding to build better public safety response capability via emergency exercises, hazard/risk assessments, and identify training and resource gaps.
- + Successfully completed grant program applications through FEMA/Homeland Security, and other state and local grants to fund emergency services and mitigation projects.
- + Infrastructure project management that included communication tower construction, flood mitigation projects, conversion of flood affected communities to green space which includes demolition and debris management.
- + Strong written, communication and presentation skills including meeting facilitation for both small and large audiences. Regularly invited to address members of local charitable organizations.
- + Responsible for maintaining multiple emergency plans which includes, Emergency Operations Plans, Disaster Mitigation Plan, Hazmat Plan, and the Continuity of Operations Plan.
- + President Elect for the Emergency Management Association of Ohio with goals to improve emergency management as a profession.
- + Public engagement on social media to promote disaster preparedness.
- + Emergency Coordinator for the Local Emergency Planning Committee.
- + Member of an Advisory Committee for the University of Akron, Emergency Management and Homeland Security Undergraduate Program.

Vice President-Operations, FSI North America. Sheffield Lake, Ohio, September 2005 – December 2011

- + Developed marketing strategies to enhance sales performance in domestic, military/government and international channels through authorized distributors including large national accounts, prime vendor contractors, GSA contract holders, and catalog houses.
- + Responsible for opening and maintaining new market segments.
- + Product and safety training for Emergency and Disaster Management, Hazmat Teams, Medical Safety Teams and other functions related to first response (client facing).
- + Increased the company's presence in the healthcare market through sales presentations. Created targeted strategies by monitoring the healthcare industry's spending priorities and budget cycles.
- + Opened new manufacturing channels in Asia to protect proprietary information and improve cost of goods. This allowed the company to realize an over-all 13% in cost reduction while meeting a strategic goal to improve intellectual property.
- + Opened new sales channels in Singapore, China, Thailand and the Philippines through manufacturers' representatives.
- + Improved data security, prevented data loss, create a stronger email security, and prevent cyberattacks by securing firewalls and replacing network appliances.

Owner/Contract Consultant, Genesis One Technologies Inc. Wooster, Ohio, October 2001-September 2005

- + Designed and developed assistive technology for people with severe disabilities.
- + Introduced 3 new product lines in the access and functional needs market.
- + Maintained strategic partnerships with hospitals and other facilities offering occupational therapy to develop appropriate assistive technology devices.
- + Identified and wrote grants to help find funding for patients with no insurance.
- + Developed and maintained B2B sales channels through authorized distributors within central to eastern US.

Regional Sales Manager, APT Technology Inc. Shreve, Ohio, September 1999-October 2001

- + Managed and grew existing sales channels via authorized distributors and medical facilities.
- + Opened new geographical markets in the Midwestern states.
- + Developed new relationship between care facilities and durable medical goods distributors

Store Manager/Project Manager, Revco Drug Stores. Akron, Ohio, January 1995-August 1999

- + Managed retail stores with up to 50 employees with yearly sales up to \$14M.
- + Maintained proper inventory levels – implemented auto-replenishment in some stores.
- + Maintained appropriate staffing levels based on seasonal needs.
- + Assisted in the installation of new stores within the Akron-Canton (Ohio) area.
- + Managed and motivated grand opening sales staff.

PUBLICATIONS

- + “The Wayne County Emergency Management Agency Shares Lessons Learned.” Cuyahoga County EMA Review. Winter 2014-2015 Edition.
- + “Gathering and Organizing Local Volunteers.” National Emergency Management Advanced Academy White Paper. Emergency Management Institute Resource Section. September 2019.

Cesare “Skip” Cerminaro

SUBJECT MATTER EXPERT

EDUCATION

- A.A.S. Civil Engineering, Mohawk Valley CC
- Business School I, PGA of America
- Business School II, PGA of America

AREAS OF EXPERTISE

- Debris Subject Matter Expert
- Preliminary Damage Assessments
- 428 PAAP Pilot Program: Debris, Permanent Repair and DAC
- PA Program and Policy
- Appeals
- FHWA ER Program
- FMAG Program
- Large Scale Recovery Management

PROFILE

Cesare “Skip” Cerminaro has a strong disaster recovery background including Florida and Hawaii and has worked for the New York State Department of Transportation and the U.S. Department of Civil Defense as an Engineering Technician. Mr. Cerminaro has consulted on projects ranging from large-scale state operations to complex applicant recoveries. Cerminaro has extensive experience working with applicants to obtain funding under the FEMA Public Assistance program following a federally declared disaster. As a member of Tidal Bain’s consulting team, he has served in various capacities including Sr. Project Manager, Senior Consultant, Lead Consultant, Project Specialist and Subject Matter Expert.

RELEVANT EXPERIENCE

Mt. Sinai Hospital, FL, DR 4337 FL, Hurricane Irma, Project Manager

Provide total recovery and grant management services from identifying disaster related damages, site project damage site **inspections, provide guidance on required supporting documentation, and project development to submitting Project Worksheet Sub-Grant Applications for FEMA reimbursement. Mr. Cerminaro also provided guidance in pursuing and submitting 406 and 404 Hazard Mitigation Grant Program projects**

City of Hialeah, FL DR 4486 FL, COVID-19 Pandemic

Provide total recovery and grant management services including CARES Act and American Rescue Plan funding projects.

Orange County, NY DR 4480 FL, COVID 19 Pandemic

Sr. Project Manager providing Grants Management services including developing and submitting projects in the FEMA Grants portal.

Hialeah Housing Authority, DR 4337 FL, Hurricane Irma, Project Manager

As Project Manager, Mr. Cerminaro provides total recovery and grant management services.

City of Hialeah, FL, DR 4337 FL, Hurricane Irma, Project Manager

As Project Manager overseeing the recovery and Public Assistance program for DR-4337-FL, Mr. Cerminaro was successful in guiding the city through their debris operation and reimbursement that reflects nearly 65% of all their recovery costs. Mr. Cerminaro continues to oversee the city's recovery process through project closeout.

State of Hawaii: 5294-FM-HI, Kahana Ridge Fire, Hawaii Emergency Management, Project Manager

Project Manager and staff steering Maui County and State Applicants through the FEMA Fire Management Assistance Program. Tidal Basin staff are currently in the process of collecting and finalizing all eligible firefighting activities and writing Project Worksheets to submit to FEMA for reimbursement.

State of Hawaii: 4510-DR-HI, COVID-19 Pandemic

As Project Manager working with HI-EMA preparing for this unique virtually managed major disaster, Cerminaro has been guiding state and county agencies through the complex eligible emergency measures concerning non-congregate sheltering, purchases, voluminous donated resources, proper documentation required for the PA Program and navigating through numerous other funding sources available. Mr. Cerminaro and his staff are working with all Hawaii Applicants through the PA recovery process and the implementation of the new Streamlined Project Application process.

State of Hawaii: 4365-DR-HI, Kauai Flooding, 4366-DR-HI, Kilauea Volcanic Eruption & Earthquakes, & 4395-DR-HI, Maui Flooding

As Project Manager, Mr. Cerminaro works with staff located in each county assisting all applicants with their recoveries from multiple disasters in one calendar year. Cerminaro and his staff successfully navigated applicants through the new FEMA delivery model and Grants Portal. Cerminaro and his staff were instrumental in providing guidance for the complex Section 428 Alternative Procedures Pilot Program for Permanent Repairs totaling more than \$130 million from the devastating Kilauea Eruption. He and his staff continue to help Hawaii Applicants through project completion and closeout.

As Senior Consultant, Mr. Cerminaro worked with Maui County Applicants through their recoveries and the Public Assistance process. This included project identification, FEMA/State site inspection, document retrieval, PW development and project closeout.

428 PA Alternate Procedures for Permanent Work Pilot Program

Mr. Cerminaro worked on multiple projects that stemmed as a result of 4366-DR-HI Hawaii Kilauea Volcanic Eruption and Earthquakes.

MD Anderson Cancer Center, Houston, TX: DR 4332 TX, Project Manager

Provide total recovery and grant management services

State of Hawaii: 4282-DR-HI, Maui Flooding, Subject Matter Expert

Senior Consultant working with Maui County Applicants through their recoveries and the Public Assistance process. This included project identification, FEMA/State site inspection, document retrieval, PW development and project closeout.

Callayomi County Water District: 4240-DR-CA, Wildfires, Project Manager

Worked with the CCWD familiarizing them with the Public Assistance process. The damages included their complex water filtration/distribution systems, buildings, and emergency protective measures. Cerminaro was successful in identifying unaccounted for damages and disaster related expenses that were eventually included in Project Worksheets.

New York State: Disaster Closeout Team, Project Manager

As a Project Manager, Cerminaro and his staff were instrumental in reconciling the department's expedited and incomplete large Project Worksheets with the goal of recovering the maximum funding for these projects. Cerminaro was also instrumental in assisting the closeout team with bringing complex open projects to closure.

State of Hawaii: 4194-DR-HI, T.S. Iselle, 4201-DR-HI, Lava Flow, Subject Matter Expert

Mr. Cerminaro guided the affected Counties through the massive debris operations and Public Assistance program compliance pre-declaration. Assisted the State with their Preliminary Damage Assessment which led to the 4194-DR-HI declaration. Cerminaro was assigned to several County Applicants assisting them through their recovery process.

City of Gulf Breeze, FL: 4177-DR-FL, Flooding, Project Manager

Mr. Cerminaro worked with the City's Public Assistance process through the initial stages of their recovery. The City's major damages were concentrated throughout their city streets and municipal golf course. Cerminaro experience in the Civil Engineering field and golf industry made him successful in aiding the City with identifying flood related damages and including them in their Project Worksheets.

City of Boulder, Colorado, 4145-DR-CO, Flooding

Mr. Cerminaro worked with the City to familiarize them with the Public Assistance process through the initial stages of their recovery. The damages included their complex waterway conveyance systems, buildings, roads and bridges and extensive debris removal operations. Cerminaro completed initial informational meetings with all major City departments. The City utilized contract procurement extensively for their recovery efforts. Cerminaro was instrumental in guiding the City through their procurement process to achieve compliance to federal Public Assistance requirements. Cerminaro and his staff provided guidance through the complex and rigid debris removal requirements involving environmental and permitting that must be followed to retain funding. They also developed a Benefit Cost Analysis pertaining to the Public Assistance Alternative Procedures Pilot Program for debris removal that resulted from the Sandy Recovery Improvement Act signed into law January 29, 2013

Orange County, New York, 4020-DR-NY August 2011 Hurricane Irene, Flooding, 4031-DR-NY Tropical Storm Lee, Flooding & 4085-DR-NY Hurricane Sandy

Provided total recovery and grant management services including closeout, appeals and funding allocations

OTHER RELEVANT PROJECTS:

- + State of Louisiana, BP Oil Spill, January 2010–July 2011
- + City of Minot, North Dakota, 1981-DR-ND February 2011 through July 2011 Severe Flooding, July 2011–August 2011

- + Steele County, Minnesota, 1941-DR-MN September 2010 Severe Storms and Flooding, October 2010–Present
- + New York State: 1899-DR-NY Severe Storms and Flooding, May 2010–August 2010
- + New York State: 1857-DR-NY Severe Storms and Flooding, September 2009–February 2010
- + City of Cedar Rapids, Iowa, DR-1763-IA June 2008 Floods, July 2008–June 2009
- + City of Batesville, Arkansas, DR-1751-AR 2008 Severe Storms and Flooding
- + New York State: 1692-DR-NY Severe Storms and Inland and Coastal Flooding, 2007
- + New York State: 1670-DR-NY Severe Storms and Flooding, December 2006–April 2007
- + New York State: 1650-DR-NY Severe Storms and Flooding, 2006

Luis Avila

SUBJECT MATTER EXPERT

EDUCATION

- Harvard University Kennedy School of Government, Executive Education
- Executive Leadership in Homeland Security Program, September 2016
- John Jay College of Criminal Justice, New York Fire Science/Emergency Management
- New York Institute of Technology, NY

AREAS OF EXPERTISE

- Disaster Response, Recovery & Mitigation
- Strategic Operational Business Planning
- Emergency Management Program Evaluation
- Incident Management Professional
- Continuity of Operations
- Organizational Staff Development
- Cultural Change Agent

PROFESSIONAL HISTORY

Department of Homeland Security / Federal Emergency Management Agency Region 2

Hazard Mitigation Branch Chief,
NY/NJ Sandy Recovery Office (SRO)
March 2014 – January 2021

Department of Homeland Security / Federal Emergency Management Agency

Housing Sector Deputy Director, DR 4339-Puerto Rico
November 2018 – April 2019

PROFILE

An emergency management executive with more than 20 years of experience, Mr. Avila is Tidal Basin's Vice President (VP) of Mitigation. As VP, he oversees all mitigation operational functions of the company including Hazard Mitigation Grants management across the United States and territories.

Mr. Avila's extensive experience consists of over two decades in emergency and consequence management, preparedness, response, and recovery. He was the previous Department of Homeland Security (DHS) Hurricane Sandy Hazard Mitigation Branch Chief under FEMA Region 2. In this role, he was leading the team of technical professionals responsible for FEMA's second-largest mitigation grant program (\$1.44 billion) in history while managing the Public Assistance Mitigation Program (406). His unique approach to 406 created opportunities to provide 49 cents of mitigation funds for every PA dollar. (National average 7 cents for every PA dollar) which represented an additional \$5 billion in Mitigation to Public Assistance projects.

He has also served as DHS/FEMA's Hazard Mitigation Director and Housing Sector Deputy Director under the DR 4339-Hurricane Maria Puerto Rico program where he led more than 150 staff members and supported the Federal Coordinating Officer, Recovery Office Director, Regional Administrator, and Deputy Regional Administrator as a principal advisor on mitigation, housing development, and recovery.

RELEVANT EXPERIENCE

Vice President of Mitigation, Tidal Basin

- + Lead a team assisting clients with their Multi-billion-dollar Hazard Mitigation Grant Program (HMGP) application and project portfolio.
- + Manages, monitors, and evaluates progress accomplished by our HMGP clients across the country.
- + Serves as a Mitigation Subject Matter Expert (SME) for the company and clients in meeting with State and Federal reviewers while ensuring expert analyses of projects and/or issues associated with scope of work adjustments and

PROFESSIONAL HISTORY CONT'D

Department of Homeland Security / Federal Emergency Management Agency

Hazard Mitigation Director/Advisor to the Federal Coordinating Officer, DR 4339-Puerto Rico

September 2017 – October 2018

American Red Cross (ARC)

Chief Response Officer, Greater New York Region

September 1998 – September 2013

American Red Cross (ARC)

Chief Operating Officer / Emergency Services Officer, South Florida Region

2006 – 2011

American Red Cross (ARC)

Director, Operations, Greater New York Region

1998 – 2006

closeout activity, including appropriate recommendations.

- + Doubled the company's mitigation portfolio by elevating consistent performance quality and developing a plan for organic growth for our current clients- resulting in more mitigation projects approved, and better protection amongst our clients.

Hazard Mitigation Branch Chief, Department of Homeland Security, FEMA Region 2, NY/NJ Sandy Recovery Office (SRP) GS-14, March 2014 – January 2021

- + Decisive leader of technical professionals responsible for the implementation, coordination and execution of the 2nd largest mitigation grant program (\$1.44 Billion) in FEMA's history- Ensuring exceptional customer service while building influential coalitions with state stakeholders.
- + Executive oversight of Public Assistance Mitigation Program (406) which has obligated over \$5 Billion in federal assistance ensuring exceptional resilience measures.
- + A catalyst of success, developed, implemented and executed processes which increased the effectiveness, accountability and project determination timeliness by 43%.
- + As primary executive, exercises responsibilities within program policies and guidance that provides innovative financial and technical assistance to New York and New Jersey State and local communities in implementing long-term protective measures.
- + Support natural and man-made hazard mitigation and loss reduction programs within DHS/FEMA, such as the flood hazard reduction element of the National Flood Insurance Program (NFIP), as well as DHS/FEMA's hazard mitigation grant program.
- + 2015 FEMA Administrator Award for Excellence-by creating resilient communities through innovative mitigation measures.

Priority Project List:

- + NYS Department of Transportation: Resiliency Upgrades to Scour 105 Critical Bridges (\$518 million)
- + Suffolk County Coastal Resiliency Initiative (\$389 million)
- + New York State Early Warning Weather Detection System: Mesonet (\$24 million)

- + Office of Housing Recovery and Operations: Breezy Point Risk Mitigation Systems (\$58 million)
- + Port Authority of New York & New Jersey: La Guardia Airport Flood Control (\$40 million) and the installation of Tide Gates/Drainage Check Valves at JFK Airport (\$3 million)
- + Installation of Tide Gates/Drainage Check Valves at JFK Airport (\$3 million)
- + Village of Sidney: Sidney Green Plain (\$23 million)
- + New York City Department of Education: Emergency Power for 60 Critical Schools (\$14 million)
- + New York City Office of Emergency Management: Mitigation for Nursing Homes & Assisted Care Facilities (\$19 million)
- + Southside Hospital: Wind Mitigation (\$24 million)
- + Energy Research & Development Authority: Gas Station Back-up Power (\$26 million)
- + New York City Department of Parks & Recreation: Hardening Tide Gates in Flushing Corona Park (\$5 million)
- + New York City Department of Environmental Protection: 26th Ward Wastewater Treatment Plan – Flood Proofing (\$4 million)
- + Housing Trust Fund Corporation Long Island-Staten Island Buyout Retroactive Batches (\$16 million)

Detail/Deployment – Serving as Housing Sector Deputy Director, Department of Homeland Security, FEMA, DR-4339-Puerto Rico, November 2018 – April 2019 (1130 Hours)

- + As Deputy, directed and managed 3 Divisions, 4 branches, with 6 multi-disciplinary programs, and over 200 staff. Established goals, developed policies and plans, determined numbers and disciplines of staff needed. Established internal operating policies and procedures, and allocated resources. Assigned and evaluated work through subordinate managers and supervisors, provided for staff development, training and support services, selected and recommended selection of staff, arranged for appraisal of employees and conducted the Agency's personnel management program goals and objectives.
- + Serve as the one of the principal advisors to the Recovery Office Director, Regional Administrator (RA), and Deputy Regional Administrator (DRA) on recovery issues related to long- and short-term housing development / recovery to include policy and programmatic issues.
- + Advising, collaborating, and negotiating with senior-level officials within FEMA, and from other Federal/State agencies, Non-Governmental Organizations (NGOs), and private sector organizations on regional capabilities. Provide leadership and representation at top-level inter-/intra-agency planning groups.
- + Administered policy guidance related to the Robert T Stafford Disaster Relief and Emergency Assistance Act, 44 Code of Federal Regulations, Public Law 93-288, strategic planning, budget formulation and execution, contract administration, resource management, property accountability, personnel administration, information systems and operational support issues.
- + Supervised and provided guidance on the interpretation and application of legislation, regulation, policy and other directives related to the delivery of response and recovery programs and services.

Mitigation Branch Director with oversight of project approval, Central Office for Recovery, Reconstruction and Resiliency (COR3), Government of Puerto Rico, DR-4339 Hurricane Maria, October 2017 – April 2019

- + Mr. Avila provided project approval oversight and was responsible for the implementation, coordination and execution of the largest (\$2.9 Billion) hazard mitigation grant program (HMGP) in FEMA's history- Ensuring exceptional customer service while building influential coalitions with state stakeholders. He recommended the funding approval of a \$10 million code adoption project which will update the Commonwealth's building codes to the 2018 version, which are the strongest in the US.
- + In addition, he was responsible for funding one of the largest code enforcement projects in FEMA's history, a \$79 million project that will staff as many as 273 personnel including building inspectors. This project will impact ALL construction in PR, ensuring that recovery builds back a permanent and resilient infrastructure.

Deployment – Serving as Hazard Mitigation Director/Advisor to the Federal Coordinating Officer, DHS FEMA, DR-4339-Puerto Rico, September 2017 – August 2018 (2752 Hours)

- + Highly distinguished performer responsible for the implementation, coordination and execution of the largest mitigation grant program (\$3 Billion) in FEMA's history- Ensuring exceptional customer service while building influential coalitions with state stakeholders.
- + Served as the principal Mitigation Advisor to the Federal Coordinating Officer of the Puerto Rico Joint Recovery Office, and other senior-level managers ensuring all policy and programmatic guidance are in place for the unique requirements of the largest disaster in US history.
- + Lead a ground-breaking team developing operational policies and providing technical and administrative support that influenced national policies.
- + Collaborating closely with our partners in Puerto Rico, under Hazard Mitigation Grant Program, funded a \$10 million code adoption project which will update the Commonwealth to the 2018 building codes, which are the strongest in the US. Additionally, funded a \$79 million code enforcement project over the next six years. This will staff as many as 273 personnel including building inspectors. The largest code enforcement project in FEMA's history. This project will impact ALL construction in PR, ensuring that recovery builds back a permanent and resilient infrastructure.

American Red Cross (ARC), September 1998 – September 2013

Chief Response Officer, Greater New York Region GS-15, step 3 equivalent, 2011 – 2013

- + Provided exceptional leadership, vision and strategic direction for the largest and most demanding American Red Cross Emergency Services program in the U.S. Responding to an average of eight to ten disasters a day within a jurisdiction serving 13.2 million residents throughout 13 counties of the New York metropolitan and Lower Hudson region.
- + Lead 7 first- and second-line supervisors, a paid staff of 63 subject matter experts, more than 3,000 volunteers, and a total operating budget of over \$8 million. Maintained senior level relationships with city, county, state, federal and non-governmental leaders ensuring incomparable survivor centric assistance.

- + Ensured outstanding responses to over 3,000 disasters a year, including fires, building collapses, transportation incidents, and Super Storm Sandy. Through innovative operational development tools, improved on-time response from 72% to 93%.
- + Managed the most prominent Regional Individual Assistance program in US, aiding over 9500 individuals and families who have sustained losses due to disasters, and 3800 military soldiers and their families annually.
- + Responsibility for ensuring regional operations are implemented in accordance with ARC HQ direction and follow regulations and guidance Implemented strategic goals guaranteeing the functional, financial, and regulatory compliance of internal processes.
- + Developed the Chapter's Strategic Plan, working closely with the CEO, fellow Senior Management Team members, and the Board of Trustees.
- + Successfully aligned three independent business units to a new overall strategic direction optimizing processes and improving efficiencies by 38%.
- + Managed a State-of-the-Art Emergency Communications Center and Emergency Operations Center, as well as fleet of 53 specialized disaster response vehicles and 2 warehouse facilities.
- + Maintained operational excellence, including no reduction in day-to-day efficiency, despite of a 25% budget reduction (\$8 million - \$6 million) and a 40% downsizing of employees (100 to 60) over 18 months.
- + Lectured at numerous Disaster Response and Preparedness conferences and conducted several media interviews for television, radio and print mediums.

Chief Operating Officer/Emergency Services Officer, South Florida Region, 2006 – 2011

- + Directed the overall operations of Emergency Services Department by preparing for and responding to disasters within the South Florida Region, providing relief to victims. Within 8 months doubled the Individual Client Assistance program.
- + Oversaw a comprehensive program of social services to ensure the successful provision of individual client services to 2150 disaster victims, members of armed forces and their families, veterans, seniors and community residents.
- + Developed unit's \$5 million annual operating budget and maintained expenditures below approved limits.
- + Chief Operating Officer supplementary duties added to Emergency Services Officer responsibilities (including Facilities, HR and IT departments). Initiated an organizational audit of expenditures, which reduced immediate expenses by over \$250,000 in the first year and reduced additional recurrent operational expenses by over \$23,000 a month.

Director, Operations, Greater New York Region, 1998 – 2006

- + Directed Greater NY American Red Cross' daily disaster relief operations and served as Mass Care Officer for large-scale disaster relief operations. Oversaw the development, writing and implementation of Standard Operating Procedures (SOP) for Mass Care and Response Operations. Lead author of the ARC portion of the Coastal Storm Plan with NYC Office of Emergency

Management.

- + From August 2004 to January 2006, directly responsible for the delivery of Mass Care assistance to over 600,000 people, including 9-11 memorials, Flight 587 memorials, and transit strike response.
- + Within 24 hours of notification, planned, opened, and operated the Katrina Welcome Center with NYC OEM- a reception center model designed to receive and triage over 2500 Katrina evacuees awaiting appointments at NYC Disaster Assistance Service Center.
- + Directly responsible for the administration of the Disaster Capital Initiative (DCI), a \$12 million project which enhanced response capability, reducing deployment time of supplies to large disasters by over 6 hours. Directed logistical management operations for the largest chapter in the United States.
- + Lead advisory committee of emergency management executives including Deputy Commissioners from New York City response agencies to develop solutions for communications, fleet and logistical support. Project Manager and designer of state-of-the-art mobile command vehicle.
- + One of the initial ARC responders to WTC on the morning of 9-11-01. Showed dynamic leadership qualities during ARC/GNY's response to 9-11-01 WTC disaster.
- + Lead Operations Manager to American Airlines Flight 587 airline incident. Part of the planning team, which created a Family Assistance Center for the families of deceased. Assigned job director of the center.

Bailey deRouen

SUBJECT MATTER EXPERT

EDUCATION

- Juris Doctor, Environmental Law Certificate, Loyola University New Orleans College of Law, New Orleans, LA
- MA, Urban and Regional Planning, Environmental and Hazard Mitigation Concentration, University of New Orleans, New Orleans, LA
- BA, History, Political Science, Christian Brothers University, Memphis, TN

AREAS OF EXPERTISE

- Urban and Regional Planning, AICP
- CDBG, CDBG-DR, CDBG-MIT Funding
- Disaster recovery policy guidance
- Long Term Post-Disaster Rebuilding
- Needs assessments
- Program management
- Grants administration
- FEMA local match coordination

PROFESSIONAL HISTORY

Tidal Basin

Director/ Senior Project Manager
2019 – Present

NYC Office of Management and Budget

CDBG-DR Policy Unit Head, Senior Analyst Environmental Review
2015 – 2019

Villavaso & Associates

Senior Urban Planner
2012 – 2015

PROFILE

Ms. deRouen is a disaster recovery professional with over ten years of experience, focused on long-term post-disaster rebuilding, planning, and program management. Her experience includes working with local and state governments to design and implement resiliency-based initiatives, programs, and policies. She is an expert in federal procurement regulations, experienced in managing CDBG-DR, CDBG-MIT, and FEMA funds, and has created and delivered trainings on all aspects of these funding sources. Ms. deRouen also has expertise creating HUD Action Plans, performing needs assessments, and developing policies designed to increase a community's resilience and overall sustainability.

Ms. deRouen holds a law degree in addition to her master's degree in Urban and Regional Planning with a concentration in Environmental and Hazard Mitigation and is a member of the American Institute of Certified Planners (AICP).

RELEVANT EXPERIENCE

Director/Senior Project Manager, Tidal Basin

Manages and oversees various recovery programs and also supervises supporting staff. Ms. deRouen assists with managing Tidal Basin's portfolio of HUD CDBG, CDBG-DR and CDBG-MIT contracts with a general focus on disaster recovery and relief programs for states and local governments, individual applicants and housing and infrastructure.

Program Manager – Massachusetts Homeowner Assistance Fund (MA HAF), Massachusetts Housing Partnership, 2021 – Present

Ms. deRouen oversees and directs a team of managers responsible for all aspects of program implementation for the Commonwealth of Massachusetts \$140 million Homeowner Assistance Fund. Tidal Basin is providing full case management and project management services to the Commonwealth and has developed the technological platform to accept homeowner applications and provide case management and reporting on the backend. In addition to case management services, which include eligibility determination, QA/QC, and pre- and post-payment

review, the Tidal Basin team is also administering the program's call center and coordinating support services through MA Housing Counseling.

Technical Advisor, Community Energy and Water Resilience Installations Program (CEWRI), Puerto Rico Department of Housing (PRDOH), San Juan, PR, 2021 – Present

Ms. deRouen serves as a technical advisor and CDBG subject matter expert providing technical assistance and training to the project team overseeing applicant processing, eligibility intake, and awards determinations.

Project Manager, Grant Applications Writing and Management, Hendry County, Florida, 2019 – Present

Ms. deRouen provides technical assistance and project management support to Hendry County and assists with managing all CDBG-DR grant requirements and writing grant applications for CDBG-DR and CDBG-MIT funds provided through Florida Department of Economic Opportunity (DEO). Assistance to the County includes training on all federal requirements and ensuring all projects are implemented in full compliance with all federal regulations. Tidal Basin has been successful in securing over \$5 million in CDBG-DR funding to date for infrastructure and workforce development programming.

Project Manager, Grant Applications Writing and Management, Orange County Drainage District, Orange County, TX, 2020 – Present

Ms. deRouen leads a team assisting the Orange County Drainage District with their grant application development for HUD CDBG-MIT and Texas Water Development Board funds. Application development includes project identification, funding stream evaluation, grant application development, census tract analysis, and Low-to-Moderate Income (LMI) service area review for a variety of infrastructure and mitigation initiatives for which the county is seeking funding.

Project Manager, CDBG-DR Action Plan for 2018 Disasters, California Department of Housing and Community Development (CAL HCD), Sacramento, CA, 2019 – Present

Ms. deRouen served as the program manager for the development of California's \$1.02 billion 2018 CDBG-DR Action Plan. This included managing a team to complete the unmet disaster needs assessment, program design, budgeting, conducting needs assessments of the state agency and subrecipients, and completing all required HUD certifications and public outreach. The Action Plan requires HUD approval for the appropriation of the CDBG-DR and CDBG-MIT funds after the destruction of the 2018 wildfires. Ms. deRouen oversaw all staff and all tasks required for HUD approval of the Action Plan.

Unit Head/Programs and Policy Supervisor/Environmental Review Supervisor, New York City Office of Management and Budget (OMB), 2015 – 2019

Ms. deRouen served as a unit head, as a program and policy supervisor, and environmental review supervisor for approximately \$4.2 billion in HUD CDBG-DR and NDR grant funds for housing, economic development, resiliency, mitigation, and infrastructure programs for New York City's Superstorm Sandy recovery. Ms. deRouen coordinated with municipal, state, and federal agencies to manage public hearings. She oversaw action plan development, developed new programs, managed aggressive timelines, made strategic funding decisions, and assisted in program implementation. She interpreted Federal Register Notices, 2 CFR 200, 24 CFR 570, and other applicable grant regulations and gave technical assistance to all implementing partners. She also wrote multiple successful waiver requests related to HUD requirements to facilitate CDBG-DR program implementation.

Alyza Supriana

PROJECT MANAGER

EDUCATION

- M.A., Disaster Management
- B.S., Criminal Justice; Focus on Emergency Management and Homeland Security

AREAS OF EXPERTISE

- FEMA Public Assistance
- HSEEP Exercise development
- Project Management
- Public Assistance Project Closeout
- Grant Management
- Disaster Planning
- Emergency Operation Center (EOC) Experience

PROFILE

Ms. Supriana is an emergency management professional with experience in various hurricanes, severe windstorms, and COVID-19 response. She has served on Community Emergency Response Teams, preparing to activate and respond to Hurricane Matthew and Irma in the State of Florida. She has successfully accomplished over 40 FEMA certifications, HSEEP and more Emergency Management related courses. As Project Manager with Tidal Basin, Ms. Supriana has supported various contracts and has experience with FEMA PA categories A-G and EOC response.

RELEVANT EXPERIENCE

Project Manager, Tidal Basin, May 2020-Present

Project Manager, Financial Recovery Services, Town of Fort Myers Beach, Florida

Ms. Supriana serves as the lead project manager on this contract. Duties include immediately supporting the Town of Fort Myers Beach with their disaster financial recovery from hurricane Ian shortly after landfall. Ms. Supriana provides support with response and initial recovery processes, including project development and monitoring eligible costs, documentation guidance and review, coordination with federal, state, and local partners, briefing town representatives daily, training staff on the PA process and serving a liaison for FEMA PA questions and guidance between FMB, FDEM and FEMA, and other disaster relief programs.-She supports the day-to-day duties of the public assistance program and provides technical, policy and procedural guidance for the Town of Fort Myers Beach.

Grant Manager, FEMA Public Assistance Grant Management, City of Marion, IA

Ms. Supriana provides overall project management on this contract. Her specific responsibilities include scheduling, cost estimating, day to day contract management, client communication, policy review and guidance, project identification and document tracking. The client chose Tidal Basin to perform Grant Management services in response to

Severe Storms Derecho. The Tidal Basin team provides grant management solutions as part of the FEMA Public Assistance (PA) program. Ms. Supriana provides support with compliance activities, including grant reporting, documentation guidance and review, budget monitoring, and site inspection guidance.

Consultant, COVID-19, Z0115, Florida Division of Emergency Management

Ms. Supriana assists in the overall project management on this contract. Her specific responsibilities include quality control and review, training staff, project development, and supporting day to day contract management, and providing updates to state leadership. The client chose Tidal Basin to perform Grant Management services in response to the COVID-19 Pandemic, which includes supporting subrecipients with technical, policy and procedural needs. The Tidal Basin team provides grant management solutions as part of the FEMA Public Assistance (PA) program.

EOC Staff Support, Response Unit, State of Colorado EOC

Ms. Supriana provided support to EOC staff and multiple governor initiatives for COVID-19. This support included the ramp up of the Staffing Shortage Fusion Center(vendor management/ selection, facility program tracking, training, budget analysis, outreach, etc.), the redesign of the UCC structure, coordination with community partners for the Library Mask Distribution program, consulted on the EOC strategic response plan, provided guidance and support on the COVID-19 FEMA reimbursement, revised finance packets for logistics, and developed templates, visuals, memos, and reports for the State Director of EM.

Grant Management Consultant, Thomas Howell Ferguson PA, CPA, March 2019 – May 2020

Ms. Supriana supported numerous declarations in the State of Florida including, Hurricane Irma, Hermine, Mathew, Michael, and Dorian, Florida Severe Storms, and Flooding (2014) and COVID-19. Ms. Supriana provided support to sub-recipients on reimbursements requests and closeout requests using Florida PA portal, EMMIE, and Grants Portal. This support included leading a team of 5 on the development of FEMA workbooks, Requests for Reimbursement packets, submitting Requests for Information's, Final Reconciliation Report/Final Inspection Reports, weekly and monthly state grant reporting, and quarterly reports to the state.

Intern, Osceola County Office of Emergency Management, July 2018 – August 2019

Ms. Supriana was an intern with the Osceola County Office of Emergency Management in Kissimmee, Florida. During her time supporting the Emergency Operation Center, she co-developed and facilitated a Cyberterrorism exercise, developed after action reports and improvement plans, and reviewed community health facility safety plans and assisted in community outreach.

Andrew Kemler

ASSISTANT PROJECT MANAGER

EDUCATION

- BS, Business Administration
Major in Finance, University of
Nebraska at Lincoln

AREAS OF EXPERTISE

- 428 Alternative Procedures
- Flood Recovery
- Mitigation Planning
- FEMA Public Assistance
- EHP Compliance

PROFESSIONAL HISTORY

Tidal Basin

Associate Project Manager
01/2022-Present

FEMA – Public Assistance Division

PA Program Delivery Manager
11/2019-01/2022

Flinn Paving Co.

Plant Manager and Estimator
05/2018-11/2019

PROFILE

Mr. Kemler's 4 years of program and project management experience includes supervisory roles that eventually led to his assignment as a FEMA Program Delivery Manager. During his time with FEMA, he worked closely with applicants to understand the damages that were incurred during the event and what the applicant needed from FEMA to not only return to pre-disaster conditions, but to mitigate facilities to provide additional resistance in the future. Mr. Kemler is currently serving Tidal Basin as an Associate Project Manager in the Public Assistance Division.

RELEVANT EXPERIENCE

Florida 4673-DR-FL, Hurricane, Flooding

Within one week of Hurricane Ian, Tidal Basin deployed Public Assistance consultants to assist the Town of Fort Myers Beach in their disaster recovery efforts. Mr. Kemler has worked closely with the town's department heads to provide policy and procedural guidance on the Public Assistance process. The Tidal Basin team trained staff on the requirements for documenting work performed by town staff, assisted in creating a framework for project document retention and performed reviews of their daily work logs.

Louisiana 4611-DR-LA, Hurricane, High Winds

Mr. Kemler worked with leadership from Young Audiences Charter Schools to provide Public Assistance guidance on the non-profits' recovery efforts from hurricane Ida. Mr. Kemler functioned as a liaison between FEMA and the client in weekly meetings to ensure that FEMA's documentation needs were being met and that the PA process continued to move forward. In addition to liaison services, Mr. Kemler assisted the client by creating site inspection reports, verifying costs for damaged items, and providing insight on reimbursement expectation based on the client's insurance policies. Consulting services also included reviewing the client's contracts to ensure they followed the regulations outlines in 2 CFR and that the work completed was outlined in the contract.

Illinois 4489-DR-IL, COVID-19 Emergency Measures

Mr. Kemler worked closely with the representatives of the State of Illinois to assist with managing and organizing documentation that was required to secure funding through FEMA's Public Assistance and as well as CARES Act funding. In this role Mr. Kemler aided in the submission of over \$5 million for reimbursement of Category B emergency measures expenses that included contract labor, PPE, temporary medical facilities, and vaccination costs.

Nebraska 4616-DR-NE, Severe Storms, High Winds

Worked specifically with Nebraska's largest electrical provider to complete Preliminary Damage Assessments, Site Inspections and Project submission to secure over \$10 million in PA reimbursement following a statewide windstorm that left most of eastern Nebraska without power.

Nebraska 4420-DR-NE, Severe Storms, Flooding

As a FEMA Program Delivery Manager Mr. Kemler had his first FEMA deployment to Nebraska during the worst natural disaster the state had experienced in its history. He worked on a team that focused on specialized projects including waterways, utilities, powerplants and water treatment plants. During his time on this disaster Mr. Kemler guided his applicants on EHP compliance, PA policy and mitigation strategies. He assisted his applicants in recovering over \$150 million in obligated Public Assistance funds.

Lori Borman

SENIOR GRANT SPECIALIST

EDUCATION

- Associate Degree, Human Services, Edison College

AREAS OF EXPERTISE

- FEMA Public Assistance
- Public Purchasing
- Construction Management
- Contract Compliance
- Professional Writing
- Budgeting

PROFESSIONAL HISTORY

Tidal Basin Government Consulting
FEMA Specialist
2019 – Present

Lee County Government
Coordinator
1983 – 2018

PROFILE

Ms. Borman has thirty-five years of experience with financial accounting and compliance related to government programs and public work locations including Lee County Florida. She has experience developing and managing revenue and expense projections, budget models, financial reports/analysis, and financial forecasting. In the State of Hawaii, she assisted in the emergency management of multiple disasters and worked directly with HI-EMA on projects specific to the State's disaster recovery efforts.

RELEVANT EXPERIENCE

Tidal Basin, State of Alaska, July 2022 – Present

Ms. Borman is currently providing all facets of grant management under the FEMA PA Program for the State of Alaska under their 2018 Earthquake disaster. She is administering over 150 projects for 17 applicants. This involves payments, grant monitoring, scope of work changes, mitigation review, closeouts, reports to staffing and governor along with meetings with staffing, applicants, and FEMA.

Tidal Basin, Stanford Health Care, 2021 – July 2022

Ms. Borman helped Stanford Health Care providing all facets of grant management under the FEMA PA Program for the COVID disaster. This included review and processing of projects for submittal under this program.

Tidal Basin, State of Hawaii, 2019 – Present

DR4365 Hawaii Severe Storms, Flooding, Landslides, Mudslides

DR4366 Hawaii Kilauea Volcanic Eruption and Earthquakes

DR4395 Hawaii Hurricane Lane

Providing all facets of grant management under the FEMA PA Program. This includes review and close out of over 100 Emergency Management Assistance Compacts (EMACs), through which a state requests assistance from other states, along with the creation of standard operating procedures (SOPs) for processing and creation of an Administrative Plan.

FM5294 – Kahana Ridge Fire

Assisting the County of Maui for compiling of all documentation and writing of the Project Worksheets for closing of the disaster under FEMA.

DR4510 COVID 19

January to present, providing assisting with review and compiling of all documentation, creating of tracking spreadsheets, writing up procedures for EOC and DAS. Assigned as Liaison for Kauai Island to assist state agencies, county departments and private nonprofits with FEMA PA program grants.

Ms. Borman is also helping Kauai Island state and county agencies in compiling of documentation for Rain Event to be forwarded to FEMA for request of Declaration and processing close out of six past disasters under the FEMA PA program.

Other activities include:

- + Interviewing of new hires for DAS Staffing.
- + State HI-EMA creating a standardization of processes and procedures for DAS to provide for FEMA PA Program.
- + State HI-EMA creation of a master spreadsheet for recording/monitoring of all disaster projects.
- + Providing training of all new staff of the FEMA PA Emmie, Grants Portal and Grant program. Aid DAS staff with review of work and guidance of process and procedures.
- + State HI-EMA/DOD - developing standard procedures for all fiscal, inventory, grants and other programmatic areas as assigned by the administrator. (Compiling all data, interviewing staff, research, reviewing other State's processes to provide options).
- + Compiling process and procedures for COVID19 response by State of Hawaii.

Coordinator, Municipal Services Taxing/Benefits Unit (MSTBU), Lee County Government, 1983– 2018

Ms. Borman managed committee meetings and projects and collaborated with communities to obtain services to set up taxing districts. She monitored construction projects and invoicing while working with engineering consultants and contractors on projects and cost analyses and provided community support throughout projects.

She also prepared all documentation for creating units, issuing purchase orders, invoices, tax rolls, proposals, and contracts, and writing of bid specifications, financing of project and manages all MSTBU budgets and budget reports, and writes bid specs and contract documents, while also managing delinquent accounts with property owners. Other highlights include:

- + Presented information and budgets to community in person, by phone, and electronically, along with collaborating with architects/engineering firms, financial advisors, contractors, bond counsel, commissioners, county management and county attorneys on projects to guarantee success.
- + Prepared, evaluated, analyzed, and negotiated contracts for construction and professional services for contracts.
- + Monitored and administrated contract performance and negotiated modifications, processed

closeout and interpreted aspects of procurement policies and procedures.

- + Recommended policies and procedures for the MSTBU program.
- + Oversaw placing of all MSTU and MSBU project on the tax rolls, collecting of funds, monitoring of payments and the payments of principal and interest. Also works to monitor and make early redemption or refinancing of loans to lower expenses. Presented tax rolls and projects the Board of County Commissioners at public meetings.
- + Submitted documentation for Hurricane Charlie and Irma.
- + Compiled budgets for all capital construction projects under the county and managed the processing and budging of debt funding.

Moises Nova

GRANT SPECIALIST

EDUCATION

- BS Finance, Old Dominion University, Norfolk, VA

AREAS OF EXPERTISE

- FEMA Public Assistance
- Bilingual (Spanish)
- FEMA's Grants Portal
- Assisting Subrecipients
- QA/QC
- Account Reconciliation
- Financial Analysis
- Financial Report Writing
- Program Development
- Data analysis

CERTIFICATIONS

- FEMA IS-00100.c – Introduction to Incident Command System, ICS-100
- FEMA IS-00200.c – Basic Command System for Initial Response
- FEMA IS-01005 – Public Assistance Alternatives Procedures
- FEMA IS-00700.b – An Introduction to the National Incident Management System
- FEMA IS-00800.d – National Response Framework, An Introduction
- FEMA IS-01008 - Scope of Work Development (Scoping and Costing)

PROFILE

Mr. Nova is a detail-oriented emergency management specialist and associate project manager experienced in communications with applicants, operating procedures development, managing projects through completion, and accounting and compliance procedures related to federal grants. His skills include interpersonal communication, business optimization and workflow improvements. He has supported the states of Florida and Alaska with COVID-19 grant compliance.

RELEVANT EXPERIENCE

Tidal Basin Government Consulting, LLC, 2020 to Present, Associate Project Manager

Mr. Nova supports senior project managers for projects that cover a broad range of consulting services, including strategy development, program planning, auditing and evaluation, policy, and regulation development. He coordinates the efforts of subcontractors and may provide guidance and training to team members. Mr. Nova develops, implements, and monitors project scope, methodology, timelines, deliverable, and budgets, providing client with regular status updates and ensures project schedule is maintained. He also has:

- + Developed Standard Operating Procedures for project processes.
- + Assisted in completing the appropriate documentation required for federal grant funding.
- + Developed and tracked progress of new projects with applicants with key performance indicators.
- + Guided applicants through the Public Assistance process.
- + Oversaw applicant projects in FEMA's Grants Portal.
- + Performed Quarterly Reports for eligible projects.
- + Processed payments for obligated projects and advanced payments for Florida Division of Emergency Management Review and State of Alaska Division of Emergency Management.

- + Worked with team members on reporting weekly updates of project status.
- + Reported weekly updates to supervisors based on project progression.
- + Communicated with applicants to keep them updated on project status.
- + Developed Excel workbooks to generate reports using V-Lookups and Pivot Tables.

[DR-4673-FL Hurricane Ian, Fort Myers Beach, Florida, Associate Project Manager for Fort Myers Beach, FL October 2022](#)

- + Assisted with consulting the Town of Fort Myers Beach on eligible work because of Hurricane Ian.
- + Guided the client's various departments on the creation of a damage inventory.
- + Created spreadsheets to track costs to be included in projects within FEMA's Grants Portal, including tracking costs for expedited funding.
- + Reviewed daily 214s for all on-site personnel, including Fort Myers Beach employees as well as contractors.
- + Assisted with the creation of project folders to help organize and track files and documentation that will be required for eventual project submission and beyond.
- + Assisted with the creation of daily notes to be included in daily reports.

[DR-4494-MI Michigan COVID-19 Pandemic, DR-4381-MI Michigan Severe Storms, Flooding, Landslides and Mudslides, DR-4547-MI Michigan Severe Storms and Flooding, DR-4607-MI Michigan Severe Storms, Flooding, and Tornadoes. State Public Assistance Officer, June 2021-October 2022](#)

Mr. Nova served the State of Michigan as a Public Assistance Officer and was part of a team that simultaneously handled four different disasters for the state. His responsibilities included but were not limited to:

- + Reviewing invoices/proof of payment for project payment requests.
- + Performing Final recipient review for projects pending that step in FEMA's Grants Portal.
- + Assisting with guiding applicants through the PA process.
- + Communicating with applicant representatives for documentation acquisition.
- + Maintaining and updating folders for organization and record keeping of invoices and proof of payment provided by applicants.

[DR-4533-AK Alaska COVID-19 Pandemic, Alaska, State Public Assistance Officer for Alaska, May 2021 – July 2021, October 2021-Present](#)

Mr. Nova developed standard operating procedures for project processes, submitted quarterly reports, and assisted with written forms necessary to properly report all program and financial activities. He guided sub-recipients through the Public Assistance process and performed QA/QC reviews of project applications to ensure compliance with federal grant requirements. He also conducted informational meetings with sub-recipients and FEMA PDMGs. Performed funding request validations while reviewing labor, contracts, and materials summary for payment processing.

DR-4486 COVID-19 FEMA Disaster Response, Florida, Jr. Consultant, June 2020 – May 2021

As an Associate Project Manager, Mr. Nova guides sub-recipients through the Public Assistance process and performs reviews for project applications. His duties also include:

- + Reviewing submitted summary sheets for projects (Labor, materials, contracts).
- + Performing QA/QC review for project applications.
- + Conducting sub-recipient meetings.
- + Reviewing/completing quarterly reports for obligated projects.
- + Performed validation of requested funds.
- + Processing Payment Process for obligated projects.

Jonathan Brumfield, PE

DAMAGE/SAFETY INSPECTOR

EDUCATION

- MS, Civil Engineering, University of North Florida
- BS, Civil Engineering, University of North Florida

AREAS OF EXPERTISE

- Structural Analysis
- Coastal and Marine Structures Design
- Cost Estimating
- Construction Plan Development
- Construction Administration
- Construction Engineering/Inspection
- Damage/Safety Inspection

CERTIFICATIONS

- State of Florida, Professional Engineer

PROFESSIONAL HISTORY

Taylor Engineering
Waterfront Engineer
2016-Present

PROFILE

With his educational background in Civil Engineering in the marine environment, Mr. Brumfield joined Taylor Engineering with a focus on structural analysis and marine structures design. He has since developed additional skills working on a variety of projects in the Waterfront Engineering group. These projects include waterfront structural inspections and design, dredging engineering, dredge material management design, cost estimating, and construction administration. Mr. Brumfield is experienced with STAAD Pro, LPILE, ALLPILE, Group, AutoCAD Civil 3D, Support IT, HYPACK, Microsoft Project, and Microsoft Office software applications.

RELEVANT EXPERIENCE

Project Manager, North Bank Riverwalk Floating Dock Replacement, Jacksonville, FL, 2018 - 2022

Mr. Brumfield, led as the project manager providing engineering support for construction of 1,500 linear feet of floating dock along the North bank of the St. Johns River. Previous dock system damaged in Hurricanes Matthew and Irma.

- + Coastal And Marine Structures Design
- + Construction Plans & Technical Specs
- + Construction Administration

Cost Estimator, Martin County Waterfront Parks Condition Assessment, Martin County, FL, 2022

As Cost Estimator, Mr. Brumfield created cost estimates and repair recommendations for a planning document summarizing the current conditions of the county's 27 waterfront parks.

- + Budget Planning,
- + Project Prioritization,
- + Repair Recommendations
- + Waterfront Structures and Natural Shorelines
- + Damage/Safety Inspection
- + Cost Estimating

Engineer of Record, Emergency Revetment Repair - Embassy Suites by Hilton, St. Augustine, FL, 2022

As Engineer of Record, Mr. Brumfield was responsible for emergency repair design and placement of an armor stone revetment along their beachfront.

- + Construction Plans & Technical Specs
- + Coastal And Marine Structures Design
- + Coastal Processes Analysis
- + Construction Administration

Staff Engineer, Waterfront Facilities Inspections, U.S. Coast Guard - Various Locations, 2017 - 2021

His tasks include underwater and topside inspection; development of rehabilitation; hydrographic surveys; marine structure load rating; and preparation of opinions of probable construction costs for any necessary construction work. Inspected structures included fixed and floating docks, piers, bulkheads, revetments, seawalls, boat ramps, and marine railways.

- + Waterfront Structures And
- + Inspection Reports Providing
- + Structural Condition Assessment,
- + Repair Recommendations, And
- + Cost Estimating
- + Marine Structures Analysis
- + Damage/Safety Inspection
- + Repair And Replacement Design Alternatives

Project Manager, County Dock Restoration, Jacksonville, FL, 2018 - 2020

As the Project manager, Mr. Brumfield provided, coastal and engineering support for a new 650-ft timber fishing pier along the St. Johns River replacing a dock damaged in Hurricanes Matthew and Irma.

- + Construction Administration
- + Construction Plans & Technical Specs
- + Marine Structures Design

Staff Engineer, Post-Hurricanes Matthew and Irma Dock Inspections and Design, Jacksonville, FL, 2018

As Inspection lead, Mr. Brumfield was responsible for conducting and preparing condition assessments to support FEMA reimbursement for six City of Jacksonville docks damaged by Hurricane Matthew.

- | | |
|--|----------------------------|
| + Repair And Replacement Recommendations | + Cost Estimates |
| + Structural Analysis | + Damage/Safety Inspection |

Charles Parker, CEM

EOC SUPPORT

EDUCATION

- B.S., Emergency Management and Planning/Public Administration, IRSC, 2017
- A.S., Business Administration, Miami-Dade College, 2003

AREAS OF EXPERTISE

- Disaster Management
- Healthcare Response
- Project Management
- Program Management

CERTIFICATIONS

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA Professional Development Series
- FEMA Advanced Professional Series
- Basic ICS 100-400
- IS 700 NIMS
- American Red Cross Disaster Cycle Services Advanced Instructor
- Certified Emergency Manager (CEM) by International Association of Emergency Managers (IAEM), 2022

RELEVANT TRAINING

- FEMA PDS
- FEMA APS
- 35 American Red Cross Disaster Cycle Services certifications including Advanced Instructor
- Over 150 FEMA Certifications

PROFILE

Mr. Parker is an operation professional with over 30 years of experience as a manager, 12 years of direct disaster experience and 10 years of non-profit experience. He has worked in an operations capacity for 40 plus disasters including: multiple public health emergencies, tornadoes, flooding, hurricanes, wildfires, and typhoons as well as multiple mass shootings.

In his career, he has managed budgets of up to \$25 million and thousands of volunteers. During the COVID-19 response, assisting the state of Florida, Mr. Parker directed the Tidal Basin operations team of over 160 staff to provide vaccine operations support in the field across the state. He was twice awarded the American Red Cross Hero award and American Red Cross Volunteer of the Year.

RELEVANT EXPERIENCE

Sr. Director of Preparedness, Resiliency, and Emergency Management, Tidal Basin Government Consulting, LLC, February 2021 – Present

Specific Projects:

Log Section Chief, FLDS, Hurricane Ian, Ft. Myers, FL October 2022-present

- + Currently managing two programs in support of Florida Digital Services in providing SpaceX Starlink satellite internet to affected areas from Ian.
- + Managing one team of seven and one team of 25 across the SW Florida region.

Deputy Project Manager, JIT Adjudication Event, Denton, TX October 2021

- + Part of a team credentialing FEMA inspectors for deployment to multiple disasters.
- + Inspector candidates were recruited, screened, vetted, travelled to TX, screened for COVID, transported to FEMA facility for badging, completed training and returned home to await deployment or deployed directly to a disaster location. Well over 1,000 inspectors badged in 30 days.

Director, Florida Vaccine Operations February 2021 – July 2021

- + Managed a statewide team of seven regional managers, a training lead, and one full-time admin support staff.
- + On the field operations team, there were approximately 150 individual case managers who worked at PODs throughout the state and reported to the regional managers.
- + Interacted with and provided support to partners at the state and county level to reinforce and improve POD operations within the scope of Tidal Basin's mission.

American Red Cross, August 2011 – January 2021

Regional Disaster Officer, South Florida Region August 2018 – January 2021

- + Responsible for workforce of 16 paid FTEs and 1500+ Volunteers.
- + Member of Divisional Response Management Team, Southeast and Caribbean Division, 2018 - 2021

Regional Senior Disaster Program Manager, South Florida Region August 2014 – August 2018

Regional Mass Care Manager, South Florida Region December 2013 – August 2014

Disaster Services Manager, Okeechobee County August 2011 – December 2013

- + Regional COVID-19 Response, South Florida March 2020 to February 2021
- + District Director, TS Eta, November 2020
- + AD Operations, Hurricane Delta, Mobile AL, October 2020
- + Itinerate Deputy AD Operations, Hurricane Laura, Lake Charles, LA, August 2020
- + Director, Martin County Flooding, South Florida, June 2020
- + Director, Naples Wildfire, May 2020
- + Director, Miami-Dade Flooding, May 2020
- + Director, Homestead MFF, South Florida, February 2020
- + Director, Hurricane Dorian Response for The Bahamas, September 2019
- + District Director, South Florida, Hurricane Dorian, September 2019
- + AD Operations, Hurricane Michael, November 2018 (2 deployments)
- + Director, Parkland Shooting, South Florida, February 2018
- + District Director, South Florida, Hurricane Irma, September, October 2017
- + District Director, South Florida Flooding August 2017
- + Mass Care Lead, Hurricane Matthew, Savannah GA, October 2016
- + District Operations Lead, Hurricane Matthew, South Florida, October 2016
- + District Director Shreveport, LA, NWLA Flooding, March 2016
- + Deputy District Director, South Florida, TS Erika, August 2015
- + Led regional feeding plan integration, South Florida 2014

- + Ad Operations, South Florida, TS Chantal, July 2013
- + Mass Care Lead, TS Andrea, June 2013
- + Managed 2 Kitchen sites and demobilization of mobile kitchens for transition to catering operation, Super-Storm Sandy in 2012
- + County Service Delivery Site Director, TS Isaac – 2012
- + County Service Delivery Site Director, Hurricane Irene, August 2011
- + Okeechobee Service Delivery Coordinator (volunteer), H1N1 Pandemic Response, June 2009

General Manager, MinuteMan Press-Kissimmee, October 2010 – August 2011

- + Responsible for operation of the small printing business including sales, customer service, purchasing, scheduling, resolving customer complaints, developing new business, product lines, etc.
- + Revenue up over 30% from previous year in same period.
- + Customer complaints reduced by 48%.

Owner/President, Florida Floors & More, Inc., June 2004 – October 2010

- + Responsible for operation of the business including sales, customer service, purchasing, scheduling, resolving customer complaints, developing new business, product lines, etc.
- + Took business from \$250,000 in revenue and one employee to \$1 million and ten employees in two years.
- + Expanded to a new building and new showroom which included several new product lines.

Director of PrePress and Press Operations, The Flyer, June 2000 – June 2004

- + Responsible for PrePress, Camera, Didde Printing, Press, and Warehouse departments of a weekly shopper including staffing, training, budgeting, capital justification, financial forecasts, equipment purchases, safety, environmental compliance, production, mechanical and electrical maintenance of equipment and facility, customer service, quality, inventory control, janitorial, etc.
- + In charge of \$1 million equipment expansion in 2001 to print process color in weekly books and various print and deliver products; this resulted in the addition of millions of dollars of additional revenue.
- + Headed up the Safety Committee for the entire facility, raising safety awareness and reducing accidents.
- + Developed several quality initiatives resulting in improved quality and reduced customer complaints.

Gannett Co., Inc., November 1986 – June 2000

Gannett is one of the largest media companies in the world with hundreds of properties across the US as well as worldwide. From November 1986 until June 2000, Mr. Parker worked his way up in Operations from a Distribution Manager to a Corporate Executive. In 13 years, he worked in six different locations as a senior manager and executive. Some of his responsibilities and accomplishments included:

- + Analyzed and approved Capital projects for Corporate Newspaper Operations Department.

- + Participated in Corporate Color Quality Initiative.
- + Participated in and presided over multiple Safety Committees.
- + Participated in initial Corporate Diversity program.
- + Several times selected as Employee of the Month.
- + While Director of Operations at the Gannett location in Guam, led operations through 12 named storms, 2 earthquakes of note and 1 tsunami warning without missing a publication.

Kenneth R Craig, PE

SENIOR ENGINEER

EDUCATION

- ME, Coastal and Oceanographic Engineering, University of Florida
- BS, Civil Engineering, University of Florida

AREAS OF EXPERTISE

- Coastal Engineering
- Dredging and Navigation
- Regulatory Agency Coordination
- Grant Funding Support
- FEMA Disaster Support
- Beach Nourishment
- Inlet Management

CERTIFICATIONS

- State of Florida, Professional Engineer
- State of Alabama, Professional Engineer
- State of Louisiana, Professional Engineer

PROFESSIONAL HISTORY

Taylor Engineering

Senior Vice President, Dredging and Navigation
2004-Present
1995-2002

PROFILE

As senior vice president, Mr. Craig coordinates the company's dredging and navigation service group. He possesses a unique, experience-based skill set that spans a broad range of coastal zone issues. Mr. Craig provides managerial oversight on many of the company's largest clients and contracts. He has gained extensive practical experience through design of dredging projects in varied environments including rivers, estuaries, inlets, and offshore borrow sites. Project goals have included restoration of navigable depths in channels, environmental restoration of degraded environments, sediment bypassing in and around inlets, and borrow sources for shore protection projects. He frequently acts as liaison to local, state, and federal agencies regarding project-related issues such as design, permitting, and funding options.

RELEVANT EXPERIENCE

Project Manager, Summer Haven FEMA Berm Construction Engineering Inspection, St. Johns County, FL, 2021 - Present

Project manager for CEI services to St. Johns County during construction of the Summer Haven FEMA berm. The borrow source for the berm is the Summer Haven River south section.

- + Ecosystem Restoration
- + Construction Observation
- + Beach Nourishment

Principal In Charge/Lead Engineer, Coastal Engineering Services, Flagler County, FL, 2016 - 2019

Mr. Craig served as Principal in charge and lead engineer for post-Hurricane Matthew recovery. He was responsible for seawall design, CCCL and DOA permitting.

- + Construction Documents
- + Beach Modeling
- + Sand Source Investigations
- + Coastal Processes Analysis

- + Beach Nourishment
- + Design And Concept Studies
- + Environmental Permitting
- + Shoreline Stabilization
- + Environmental Feasibility Studies
- + Bid Development
- + Cost Estimating
- + Plan Development and Implementation

Engineer of Record, Bahia Urbana, San Juan Waterfront Redevelopment, Puerto Rico, 2010 - 2013

The marine components of this redevelopment project included revitalized, retrofitted, and/or replaced aging and failing deep-water port infrastructure to support new mixed-use development including cruise passenger tourist attractions and commercial, residential, and civic developments.

- + Site Development
- + Concept Design and Studies
- + Environmental Impact Assessment
- + Coastal And Marine Structures
- + Docks And Marinas

Senior Engineer, Emergency Dune Restoration 2008 Physical Monitoring, Volusia County, FL 2008 - 2009

In response to the hurricane and winter storms of 2004 and 2005, the New Smyrna Beach Emergency Dune Restoration project began in earnest in January 2006 with a nourishment of dunes along a 5.2-mile section of New Smyrna Beach in Volusia County, Florida. In keeping with permitting regulations, Taylor Engineering was to monitor the beach's response to the nourishment over a 24-month post-construction period.

- + Coastal Processes Analysis
- + Environmental Monitoring
- + Beach Nourishment
- + Beach Modeling

Senior Engineer, Martin County FEMA Assistance, Martin County, FL, 2004 - 2007

Mr. Craig designed a dune reconstruction project to provide emergency storm protection following Hurricanes Francis and Jeanne. Assisted the county with design and costs issues associated with FEMA-approved projects. Coordinated with federal, state, and local governments.

- + Coastal Processes Analysis
- + Shoreline Stabilization
- + Construction Documentation

Jacob Burkey, PE, CSPR ENGINEER

EDUCATION

- M., Biosystems Engineering, Clemson University
- BS, Biosystems Engineering, Clemson University

AREAS OF EXPERTISE

- Watershed
- H&H Studies
- Water Quality
- Sedimentology
- Environmental Assessment

CERTIFICATIONS & TRAINING

- State of Florida, Professional Engineer
- State of South Carolina, Professional Engineer
- Certified Stormwater Plan Reviewer

PROFILE

Jacob is a Project Engineer at Woolpert with extensive engineering design experience that includes water quality monitoring and modeling, flow monitoring and measurement in both freshwater and tidal systems, erosion prevention and sediment control BMPs, post-construction water quality BMPs including green infrastructure and low impact development, creation of technical specifications and design manuals, and review of design plans. Jacob has experience with software including AutoCAD, IDEAL, KOR-EXO, Sontek, LoggerNet, Teledyne ISCO, SDI-12, Win TR-55, HEC tools, and Microsoft Office Applications. He is proficient with analysis of water quality elements and assessment of the content and impact of environmental contaminants/pollutants. He combines technical expertise with hands-on field experience and a background in academic research.

RELEVANT EXPERIENCE

Project Engineer, Snee Farm Watershed Assessment, Town of Mount Pleasant, SC, 2019

Project Engineer for a comprehensive coastal watershed assessment, design, and construction project to identify and implement specific storm drainage system repair needs/recommendations to alleviate existing flooding/saltwater intrusion and structural BMPs to improve surface water quality. The work focused on the evaluation and potential use of green infrastructure solutions. Jacob also supports the Town's TMDL compliance and water quality monitoring efforts.

Project Engineer, Stormwater System Inventory, Berkeley County, SC, Ongoing

Team Member involved in the stormwater system inventory work performed for this Coastal County. This inventory provided a tool for hydraulic analysis and flood prevention, a way to prioritize preventative maintenance or replacement efforts, a tool for infrastructure master planning, and a way to track and prevent any pollutants from a spill from reaching a local waterbody. GPS receivers were used to inventory stormwater system features in the pilot area following real-time differential survey techniques.

Woolpert used equipment and techniques to horizontally position the features to the selected accuracy at a 95% confidence level.

Project Engineer, Monitoring Program Development, City of Palm Coast, Florida, Ongoing

Project Engineer working as continuous monitoring and water quality subject matter expert to assess historical FDEP and St. Johns River WMD monitoring data and provide innovative ideas to develop and implement a municipal monitoring program for the City of Palm Coast. Woolpert developed a citywide monitoring strategy, a watershed prioritization matrix, installation and maintenance of pilot continuous water quality stations, and creation of interactive web dashboards.

Nicole McClain, EI

JUNIOR ENGINEER

EDUCATION

- M.S., Ocean Engineering, Florida Institute of Technology
- B.S., Ocean Engineering, Florida Institute of Technology

AREAS OF EXPERTISE

- Data Collection
- Coastal Condition Analysis
- Inlet Management
- Modeling
- Beach Nourishment

CERTIFICATIONS & TRAINING

- Engineer-In-Training

PROFESSIONAL HISTORY

Taylor Engineering
Staff Coastal Engineer
2021 - Present

PROFILE

Ms. McClain joined Taylor Engineering in August 2021 and provides support for a variety of coastal engineering projects. Her main focuses include data collection and analyses for coastal condition characterizations, inlet management modeling projects, beach nourishment monitoring, and riverine and coastal transition zone modeling projects.

RELEVANT EXPERIENCE

Junior Engineer, Coastal Engineering Support Services, Okaloosa County, FL, 2022 - Present

Junior engineer supporting Okaloosa County with coastal engineering and environmental consultant services in support of current and future coastal engineering projects and matters. Work will generally be performed at the request of County staff and leadership.

- + Environmental Permitting
- + Coastal Processes Analysis
- + Cost Estimating
- + Shoreline Stabilization
- + Ecosystem Restoration
- + Survey
- + Beach Modeling
- + Construction Documents
- + Beach Nourishment
- + Coastal and Marine Structures

Junior Engineer, Flood Studies, Region 2, TX, Texas General Land Office, 2021 - Present

Ms. McClain performs HEC-RAS 1D/2D unsteady flow simulations and supports the analysis of regional flooding in Texas due to a combination of scenarios, including sea-level rise, precipitation, and storm surge.

- + Hydrologic Modeling
- + Hydrodynamic Modeling, 1-D, 2-D, 3-D

Junior Engineer, 2022 Fort Pierce Beach Monitoring, St. Lucie County, FL, 2022

Ms. McClain assists in physical monitoring efforts for post-construction monitoring of the Fort Pierce Shore Protection Project. Responsibilities include beach and borrow area bathymetric and topographic data analyses, analysis of beach fill performance, and report and figure preparation.

- + Beach Nourishment
- + Coastal Processes Analysis

Junior Engineer, 2022 Volusia County Beach and Inlet Monitoring, Volusia County, FL, 2022

Ms. McClain assists in physical monitoring efforts for Volusia County's beaches and inlet. Responsibilities include collecting beach photographs at multiple R-monument locations to compare with photos from the previous year.

- + Beach Nourishment
- + Coastal Processes Analysis

Junior Engineer, 2022 Pre-Storm Beach Monitoring, Okaloosa County, FL, 2022

Junior engineer supporting the collecting of topographic and bathymetric profile data, physical monitoring data processing, data analysis, and reporting for the Western Destin Beach Restoration Project and East Destin monitoring areas.

- + Beach Nourishment
- + Coastal Processes Analysis

Junior Engineer, 2021 Interim Beach Profiles, Volusia County, FL, 2021 - 2022

Junior engineer in support of an interim beach profile survey of the Volusia County shoreline. Services include a final report documenting the results of the data collection and our analysis of general beach morphology trends.

- + Beach Nourishment
- + Inlet Process Analysis
- + Coastal Processes Analysis

Tina Hauk

EHP SPECIALIST

EDUCATION

- University: New Mexico State University, Las Cruces, NM 88001, Double Degree: BA, Anthropology; Bachelor of Business Administration and Economics in Human Resource Management – with Honors
- Graduate Studies in Anthropology
- API – Introduction to Claims

AREAS OF EXPERTISE

- Environmental Review
- HUD Programs: HOME; CDBG; CDBG-DR
- Contract Management
- Archaeological Experience

CERTIFICATIONS & TRAINING

- Chairman of the Board, Capitol Area Alliance for the Homeless, 2008, 2009
- Certified HOME Specialist: Regulations 2007
- Environmental Review Training, 2003, 2005, 2007
- New Mexico Real Estate Associate Brokers License, 2004
- HOME Training 2002, 2003, 2004, and 2005 – CDBG Training 2005 and 2006
- Advanced Toastmaster-Bronze – Toastmaster Competent Leader Designation

PROFILE

Ms. Hauk has over 30 years of Environmental Review experience, inclusive of ensuring compliance with NEPA and Section 106 of NHPA. She has experience in training and technical assistance, HUD programs including HOME, CDBG and CDBG-DR, and contract and grant management. She has additional experience with HOPWA, HUD Environmental Review, Davis Beacon and the Related Acts, URA, DOE WAP, HUD Consolidation Plan, Action Plan, and CAPER. Ms. Hauk has provided archaeological experience in New Mexico, West Texas, and Eastern Arizona, specializing in historic architecture, debris field identification and analysis and historic artifact analysis. She has consistently demonstrated her ability to structure and restructure work groups to maximize productivity and reduce turnover, while providing support to her teams.

RELEVANT EXPERIENCE

Grants Management Specialist, Innovative Emergency Management, November 2021 – April 2022

- + Provided critical analysis of applications for funding for the Nevada American Rescue Plan Act (ARPA) allocation applications.
- + Provided eligibility analysis for applications to the Nevada ARPA allocation.
- + Conducted research on other funding sources for the State of Nevada other than ARPA.
- + Wrote progress reports on work performed including analysis of prior events for the Nevada State Governor's Office.
- + Assisted team members with assignments when needed.

Project Manager, Tidal Basin Government Consulting, December 2019 – November 2021

Valley Children's Hospital

- + Provided technical expertise on FEMA PA process as it relates to the COVID-19 Pandemic Disaster in California.

- + Input and monitored projects into FEMA Grants Manager.
- + Provided technical expertise on eligibility of labor, equipment, and materials for client.
- + Responded and provided recommendations to client on responses to RFI's in Grants Manager.

State of Illinois

- + Provided technical expertise on FEMA PA process and application as it relates to the COVID-19 Pandemic Disaster.
- + Provided support for FEMA reports on COVID-19 vaccinations, dollars spent, location of vaccination sites, steps needed for improvement in the distribution of the vaccine.
- + Made recommendations

Norman Public Schools

- + Provided technical expertise on FEMA PA process and application as it relates to the COVID-19 Pandemic Disaster for Schools (K-12).
- + Monitored projects in Grants Manager on behalf of client.
- + Made recommendations for different funding sources (ARPA, CARES, and FEMA PA) based on eligibility of specific costs.
- + Assisted with client damage claim through FEMA PA process (reviewed application, eligibility review, etc.)

City of Gulf Breeze

- + Provided technical expertise on FEMA PA process for damage sustained during Hurricane Sally.
- + Provided technical expertise on FEMA environmental eligibility and NEPA process for Hurricane Sally damage.
- + Provided eligibility review of damage assessments, participated in FEMA weekly calls and Grants Management issues.

Environmental Historic Preservation (EHP) Lead, Tidal Basin Caribe, December 2019 – Present EHP Lead on Hurricane Maria and 2019 Earthquakes in Puerto Rico

- + Provided technical expertise on FEMA environmental requirements to Puerto Rico Electric Power Authority (PREPA) on environmental issues stemming from Hurricane Maria and the 2019 earthquakes.
- + Advised and assisted client with NEPA process for emergency projects, FEMA 404 and 428 projects
- + Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act.
- + Assisted client with required consultations with Corps of Engineers and in completing permits.
- + Served as liaison between client and federal entities involved with EHP (FEMA, SHPO, USFWS, COE,

etc.).

- + Site visits as needed to explain EHP concerns and steps forward.

Principal, Powell Consulting, December 2017 – December 2019

Environmental Review Subject Matter Expert (through Hagerty Consulting)

- + Consulted with Hagerty upper management and Santa Rosa County officials on HUD Part 58 Environmental Review process.
- + Compared California Environmental Review process with HUD Part 58 for similarities and differences, made recommendations on how and where to save time on process.
- + Drafted memo for Hagerty upper management on recommendations.

FEMA Public Assistance (PA) Technical Writer (through Hagerty Consulting)

- + Public Assistance Correspondence writer for FEMA Hurricanes Irma and Maria in the US Virgin Islands.
- + Developed and created technical documents (i.e., process, procedure, memos, talking points, letters) for Field Command Officer to use for legislative inquiries, stakeholder audiences, and internal management and staff.
- + Provided technical assistance for PA Admin staff as needed.

FEMA Subject Matter Expert (through Hagerty Consulting)

- + Environmental Specialist and Historic Preservation Specialist specialized knowledge used to create documents for FEMA.

Environmental Review Expert for City of Longmont, Colorado (through Hagerty Consulting)

- + Reviewed all environmental review special studies documents for submission to the State of Colorado for clearance and release of funds.
- + Analyzed data in special studies (biology, floodplain, waterway, infrastructure engineering, archaeological etc.) as they relate to CDBG-DR projects.
- + Conducted site visits to affected areas as needed to gather information and complete reviews.
- + Provided support for City of Longmont staff during environmental review process to obtain release of funds from the State of Colorado.
- + Reviewed documents to ensure compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.

CDBG Compliance Specialist and Grant Manager, Office of Community Development, Disaster Recovery Unit, February 2011 – December 2021

- + Lead Compliance Specialist for CDBG Programs for Hurricanes Katrina/Rita, Gustav/Ike, Isaac and the

great flood of 2016.

- + Coordinate review teams for monitoring visits.
- + Wrote monitoring letters and non-compliance letters.
- + Provided technical assistance on programs, guidelines and regulations as needed by grantees.
- + Approved and reviewed invoices for programs listed above.
- + Reviewed contracts and Cooperative Endeavor Agreements for compliance with state, federal and program rules and regulations, specifically disaster related regulations.
- + Provided input on compliance policy as needed by Director of Compliance, Monitoring and Audit.
- + Reviewed and process Part 58 environmental reviews for Hurricanes Katrina/Rita, Gustav/Ike, Isaac and the great flood of 2016.
- + Project/Grant Manager for three programs: Department of Agriculture, Tourism, and Board of Regents.
- + Provided technical assistance on programs, guidelines and regulations as needed by grantees.
- + Close out of three programs, Department of Agriculture, Tourism and Board of Regents.
- + Coordinated review teams for monitoring visits.

Director of Programs, Louisiana Housing Finance Agency, April 2007 – February 2011

- + Oversight of 3 departments: HOME, Compliance and Energy Assistance.
- + Developed, maintained and grew relationships with federal and state funders: HUD, DOE, DHHS, etc.
- + Developed and oversaw annual budget in excess of \$2,000,000.
- + Generated \$38,000,000 in program funds.
- + Advised President on improvements to National Housing Policy, specifically in disaster areas.
- + Supervised staff of 30, including 3 managers and 2 supervisors.
- + Eliminated staff turn-over.
- + Oversaw the training and development of nationally certified experts in housing.
- + Reduced backlog of projects by 33%.
- + Reduced processing time for environmental reviews from 2.5 years to 6 weeks.
- + Implemented and conducted quarterly focus group meetings with constituents.
- + Developed and implemented organization wide documentation of processes and procedures
- + Improved overall organizational efficiency by 33%.
- + Conducted training as needed.

Field Environmental Review Officer (New Mexico and Louisiana), U.S. Department of Housing and Urban Development, October 2006 – April 2007

- + Established Environmental Review Office in New Orleans Post-Katrina.
- + Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.
- + Liaison between state and local housing officials and national housing officials.
- + Represented Agency in environmental issues related to both New Mexico and Louisiana.
- + Coordinated Agency rebuilding efforts between national disaster recovery and environmental housing issues.
- + Interfaced with federal, state and local leaders on housing issues (EPA, DOE, COE, FEMA, ACHP, etc.).
- + Implemented national environmental housing policy.
- + Provided training and technical assistance to federal, state and local housing providers on environmental law and policy, including HUD staff.
- + Provided expert feedback on compliance of state environmental housing policy with federal environmental policy.
- + Provided expert comments on Environmental Impact Statements for agency.
- + Conducted and performed environmental reviews.
- + Monitored HUD funded agencies for compliance with environmental law and HUD policy.

State Environmental Review Officer/Program Specialist (including Grant Management), New Mexico Mortgage Finance Authority, April 2002 – October 2006

- + Represented the state housing finance agency in all matters (including federal court) regarding environmental review requirements under 24 CFR Part 58.
- + Redesigned and implemented environmental review procedures and policies for State of New Mexico housing programs, including HOME, CDBG, Risk Share, etc.
- + Served on implementation committee for State CDBG (administered by Department of Finance and Administration) Environmental Review Procedures.
- + Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.
- + Routinely reviewed Phase 1 site assessments for compliance with federal and state requirements.
- + Routinely reviewed noise assessments for federal and state compliance.

- + Developed and designed Environmental Review web page.
- + Trained sub-grantee and MFA support staff in Environmental procedures.
- + Trained compliance staff in monitoring requirements for environmental review standards on HOME, CDBG, and Risk Share.
- + Conducted more than 100 trainings, public hearings, and presentations to a variety of audiences from Legislators, Executive Directors, Support Staff and general public.
- + Oversaw and administered housing programs for HUD, USDA, and DOE.
- + Developed and implemented policies concerning procurement for services via request for proposals and request for qualifications.
- + Managed DOE Weatherization Assistance Program.
- + Grew State Weatherization Assistance Program from \$1.7 million to \$4.2 million in two years.
- + Monitored housing programs for compliance with Federal, State, and Programmatic rules.
- + Applied for and was awarded 90% of grant applications, grossing upwards of an additional \$10,000,000 in additional housing dollars for the state of New Mexico.
- + Developed and grew relationships with various stakeholders including federal and state regulators, non-profit organizations, and general public.
- + Developed and implemented policies and procedures for contract administration, training and technical assistance, and programmatic evaluations.
- + Project manager for the development of the State of New Mexico 2006-2010 HUD Consolidated Plan.
- + Wrote State of New Mexico HUD Action Plans, 2004, 2005, 2006, 2007 and currently 2008.
- + Advised MFA and State officials on federal and state requirements related to programmatic implications for implementation.

Keith A. Knight, PE COST ESTIMATOR

EDUCATION

- BS, Civil Engineering,
University of Florida

AREAS OF EXPERTISE

- Marine Structures
Engineering
- Civil Engineering
- Construction Administration
and Inspection
- Final Plans and Specifications
Development

CERTIFICATIONS & TRAINING

- Professional Engineer – FL,
GA, SC, TX, MA
- Federal Highway
Administration—80-Hour
BITM 90 (Safety Inspection of
In-Service Bridges)
- Transportation Worker
Identification Credential

PROFESSIONAL HISTORY

Taylor Engineering

Senior Waterfront Engineer

2007 - Present

1997 - 2004

Collins Engineers Inc.

2005 - 2007

MRD Associates

2004 - 2005

PROFILE

Mr. Knight has over 25 years of experience in the design and construction of marine facilities and waterfront structures. His design experience includes ship terminals and port structures, waterfront parks, marinas, jetties, shoreline protection systems, dredging and dredged material management facilities, pedestrian bridges, vehicular bridges, and drainage control structures. His construction inspection experience includes port structures, dry docks, marinas, bridges, bulk material handling systems, dredged material management sites, shoreline protection systems, and seawall inspections, among others.

RELEVANT EXPERIENCE

Senior Engineer, Waterfront Facilities Inspections, U.S. Coast Guard, Various Locations, U.S., 2017 - 2021

Senior engineer providing project coordination, structural inspection, and cost estimating to develop repair recommendations for waterfront infrastructure at several USCG facilities. Work included review of inspection data, structural modeling, determination of berthing forces, and load rating of current structure.

- + Coastal and Marine Structures

Senior Engineer, Belle Terre Parkway Retaining Wall and Pedestrian Path, Palm Coast, FL, 2018- 2019

Structural Engineering design and permitting to replace a deteriorating boardwalk with an on-grade pedestrian path supported by a vinyl sheet pile retaining wall.

- + Structural Services
- + Coastal and Marine Structures
- + Concept Design and Studies
- + Environmental Permitting

Senior Engineer, Seawall Engineering Design, Serenata Condominiums, Ponte Vedra Beach, FL 2017 - 2018

Design of steel sheet pile seawall with soil anchor tie-back system to protect multi-story condominiums. Work includes construction drawings and specifications.

- + Concept Design and Studies
- + Construction Documents
- + Coastal and Marine Structures
- + Beach Modeling
- + Coastal Processes Analysis

Project Manager/Senior Engineer, G-58 Structure Rehabilitation, South Florida Water Management District, Dade County, FL, 2014 - 2016

Project manager/senior engineer on the structural design of a headwall upstream of the existing G-58 structure headwall at Arch Creek in North Miami. The existing concrete headwall had four large culvert pipes with automated gates that control salinity and stormwater flow through Arch Creek. Structural deterioration required refurbishment of the culverts and replacement of the headwall structure.

- + Structural Services
- + Flood Control

Senior Engineer, FPL Seawall, Florida Power & Light, St. Lucie County, FL 2012 - 2014

Structural design of steel sheet pile seawall to protect oceanfront facilities at FPL's nuclear power plant. Project included seawall design accommodating hurricane-induced scour with wall penetration of a 12-foot diameter buried discharge pipe and analysis of different seawall material types.

- + Construction Observation
- + Coastal and Marine Structures

Senior Engineer, Bahia Urbana, San Juan Waterfront Redevelopment, Puerto Rico, 2010 - 2013

Marine components of this redevelopment project included revitalized, retrofitted, and/or replaced aging and failing deep-water port infrastructure to support new mixed-use development including cruise passenger tourist attractions and commercial, residential, and civic developments.

- | | |
|---------------------------------|-----------------------------------|
| + Docks and Marinas | + Site Development |
| + Coastal and Marine Structures | + Environmental Impact Assessment |
| + Concept Design and Studies | |

Senior Engineer, Waterfront Commons Palm Beach County, FL, 2005 - 2009

Structural design of fixed concrete piers for the addition of approximately 1,200 linear feet of dock in the City of West Palm Beach. Work included design of pre-stressed concrete piles, concrete caps, connection to the existing bulkhead, and review of contractor's structural submittals during construction.

- + Concept Design and Studies
- + Construction Observation
- + Environmental Permitting

John McEwen, Ph.D., GISP

GIS SPECIALIST

EDUCATION

- PhD, Geography and Anthropology, Louisiana State University
- MS, Geography, Florida State University
- BS, Geography, Jacksonville University

AREAS OF EXPERTISE

- Alternate Projects
- Closeout
- Disaster Planning
- EOC Experience
- FEMA Public Assistance

CERTIFICATIONS/REGISTRATIONS

- Geographic Information Systems Professional – GISCI Cert. No.: 91835, 2016
- 40-hour OSHA HAZWOPER
- Current SSBI for TS/SCI & Transportation Worker Identification Credential
- Geospatial Information and Services (GI&S) Officer–NOBC 2310
- GICS-922: Applications of GIS for Emergency Management IS-103: Geospatial Information System Specialist
- IS-1160: Damage Assessment Operations Training
- ICS-400: Advanced Incident Command System
- FEMA EMI Professional Development Series

PROFILE

Mr. McEwen is a proven geospatial technology and data manager in science/ engineering or disaster management/recovery projects. He is experienced working in fast-paced fluid environments or planning and training for the next project to innovate and implement new techniques and technologies. Mr. McEwen is comfortable working under self-direction in an office or working on a large team with a range of personalities and skillsets in the field. Integrating geospatial technology with other data collection, management, and dissemination platforms from data servers to drones has been the key to his success.

RELEVANT EXPERIENCE

Tidal Basin Government Consulting, Geographic Information Systems Manager, 2021 – Present

- + Providing GIS mapping for Jefferson County, TX, FMA project
- + Providing driving time analysis for applicants living 30, 45, and 50 miles from service points for Tidal Basin Florida ERAP Program.

EPA Region V START, GIS Specialist

Mr. McEwen primarily supported the EPA Region V START project including web mapping, field data collection, data management, and cartographic products. His responsibilities included wildfire debris cleanup project analyst for technical support, spatial analysis, map figures, and GIS web and mobile applications. He supported multiple aspects of the project including biological and cultural resources monitoring, sampling data and planning, site assessments, GIS team coordination, and GIS data management.

The City of Baton Rouge, Senior GIS Analyst

Mr. McEwen developed ArcGIS Online applications for desktop and remote data collection and editing, and operations dashboards for non-GIS users. Responded to requests for information, and developed new projects based on the needs of the various city departments. His work included imagery

analysis, spatial analysis of traffic incidents and road closures, watershed analysis, land use/land cover analysis, and cartography.

159th Civil Engineering Squadron, Louisiana Air National Guard, Engineering Assistant / Regional Operations Manager

Mr. McEwen's responsibilities included GIS data management, creating GIS web applications, and Emergency Operations Center GIS support. He was also the Regional Operations Manager for the Task Force Vaccine, Louisiana Office of Public Health; NCOIC for 40 Soldiers, and a 12-person vaccination team leader working with the regional Office of Public Health for site scheduling for vaccine and testing events, managed vehicles and medical equipment, data.

Multiple Grant Writing and Hazard Mitigation Programs, Mapping Support

Mr. McEwen provided mapping support for hazard mitigation and Public Assistance grant writing including managing GIS databases and publishing web mapping applications.

Multiple Projects, Multiple Roles

Mr. McEwen developed and managed web-based GIS applications in ArcGIS Online, customized solutions for data collection, site inspections, and field audits with ArcGIS and various mobile data collection platforms in addition to leveraging peripheral hardware. Managed enterprise GIS SQL databases and ArcServer for project research, data development & analysis, and data presentations. Significant project service includes:

- + Deputy Project Manager and Technology & Data lead for several municipal utility inventory programs.
- + Lead sUAV operator for APTIM Emergency Home Repair Virgin Islands (EHRVI).
- + Data Management & Technology Lead for Sheltering and Temporary Essential Power (STEP) Program to a subcontractor in Puerto Rico.
- + Lead sUAV pilot for aerial orthoimagery collection in Puerto Rico.
- + GIS Technology and Data Manager Lead for post-Hurricane Maria field assessments of damaged state-owned property and assets across Puerto Rico.

United States Navy, Warfare Qualified Intelligence Officer / Training Officer

Mr. McEwen was a Warfare Qualified Intelligence Officer last assigned to Naval Oceanographic Intelligence Unit 0182 with the Naval Oceanographic Office. Provided all-source intelligence production support to the warfighter for Non-combatant Evacuation Operations in riverine and littoral environments. He was previously assigned as the division officer for Full Spectrum Geospatial-Intelligence leading synthetic aperture radar (SAR) and two-color multi-view (2CMV) imagery analysis. His collateral duties included Assistant Administrative Officer, Medical Readiness Officer, and Urinalysis Testing Coordinator. Mr. McEwen was also a Training Officer for the Maritime Expeditionary Security Squadron TEN. He coordinated training planning, implementation, and assessment of Master Scenario Event Lists for field training exercises for command and control, harbor defense, shoreside security, and coordination support in support of Anti-Terrorism/Force Protection of high-value assets and strategic locations.

Christine Copeland

ADMINISTRATIVE ASSISTANT

EDUCATION

- Richland Community College - Decatur, IL - 1990 to 1992

AREAS OF EXPERTISE

- Organizational skills
- Customer service
- Records management
- Scheduling
- Data Collection
- Applied Behavior Analysis
- Case Management
- Data entry (10+ years)
- Communication skills
- Management
- Google Suite

LICENSES/CERTIFICATIONS

- RBT Certification, May 2020 to May 2022
- CPR Certification, January 2022 to January 2024
- First Aid Certification, January 2022 to January 2024

PROFESSIONAL HISTORY

Stepping Stone Kids Therapy
Assistant Clinic Manager
August 2022 to Present

Registered Behavior Technician (RBT)

ABA Results
January 2020 to Present

PROFILE

Ms. Copeland is an Administrative Assistant with 18 years of experience managing administrative tasks in the corporate security, service and brokerage industries. She is outgoing and proactive, utilizing her strong organizational and multi-tasking skills to seamlessly manage office tasks, including data entry, record keeping, multi-line phones, scheduling, meeting planning, mail, and office upkeep. She has experience supporting offices containing 5 to 20 employees.

RELEVANT EXPERIENCE

Town of Fort Myers Beach, Florida

Ms. Copeland is currently serving the Town in an administrative role, taking on various duties, including managing office tasks, data entry, and record keeping.

Assistant Clinic Manager - Stepping Stone Kids Therapy - Cape Coral, FL

- + Scheduling therapists, insurance approvals, purchasing, point of contact for parental questions, managing the clinic.

Registered Behavior Technician (RBT) - ABA Results - Fort Myers, FL

- + Implement a variety of applied Behavior Analysis methods following the Behavior Intervention Plan, using Premack Principle, chaining, discrete trial training, differential reinforcement, naturalistic environmental training, and extinction.
- + Observe and record client behavior, responses, and daily session summaries in Central Reach, 1 on 1 and group therapy sessions in center environment, mentoring at school, and in-home settings.
- + Communicate confidentially and professionally with parents, BCBAs, RBTs and teachers

Teacher, Miss Kellie's Childcare - Cape Coral, FL November 2018-January 2020

- + Consulted with parents to build and maintain positive

support networks and support continuing education strategies

- + Applied play-based strategies, including sign language, crafts and games, to provide diverse approaches to learning
- + Promoted physical, academic and social development by implementing diverse classroom and outside activities

Administrative Assistant -Useppa Island Club - Bokeelia, FL - October 2015 -March 2018

- + Supported the Service department by maintaining all files for homeowners
- + Scheduled, coordinated and dispatched work orders/appointments and invoices for Service Department Oversight appointment scheduling/ typing proposals for both homeowners and personnel
- + Coordinated weekly run for all island supplies - tracked supply inventory Sent, received, and organized mail, packages, and special deliveries Performed billing and reporting functions
- + Maintain service contracts (i.e., pest control, propane, construction, fire suppression) and Inventory of service parts

Administrative/Broker/Marketing Assistant -American Business Brokers - Fort Myers, FL February 2015-October 2015

- + Kept contacts organized with ACT system to maintain readiness for future mailings and email blasts Created presentation packages for prospective buyers
- + Added listings to the MLS system Assisted brokers and agents with projects
- + Transcription/Front desk

Administrative Assistant, Archer Daniels Midland - Decatur, IL December 2000-February 2012

- + Performed background checks and backup duties for executive assistant
- + Kept meticulous manual and electronic records for corporate investigators using iTrak system software Evidence inventory and tracking
- + Organized and updated schedules for more than 8 corporate investigators
- + Transcribed and prepared reports, memos, and letters for corporate vice president and corporate investigators
- + Managed complex and frequently changing travel arrangements and coordinated pre-planning of trips Conduct research, compile data, and prepare reports for presentation to president

Developmental Instructor, A Step Forward - Decatur, IL March 1993-December 2000

- + Hired, trained, and evaluated personnel
- + Planned and prepared work schedules and assign employees to specific duties
- + Trained workers in proper operational procedures and functions and explain company policies
- + Collaborated with staff members to plan or develop programs of events and schedules of activities

Section 2. Approach

Project Formulation

The Tidal Basin team has the unique advantage of having supported disaster recovery operations from virtually every type of declared event, including hurricanes, typhoons, tornadoes, floods, fires, earthquakes, volcanic eruptions, terrorism, and pandemics. Tidal Basin will use our decades of experience managing complex events to support the Town of Fort Myers Beach's unique disaster recovery needs. Our team will work with the Town, FEMA and FDEM and implement a process for managing disaster recovery from project inception to closeout including the following:

Tidal Basin's Director of Recovery, formerly a FEMA Public Assistance Group Supervisor, was instrumental in the development and deployment of FEMA's Grants Portal and Grants Manager systems and assisted in the design and implementation of FEMA's new Public Assistance Delivery Model.

- + Develop and implement a comprehensive Recovery Strategy that allows the team to identify and communicate risks within the Town's operation that could preclude its ability to optimize reimbursement.
- + Collaborate with the Town's staff and necessary stakeholders on project formulation of Damage Description and Dimension assessments (DDD), information gathering, Scopes of Work (SOW), project development, back up documentation, and preparation for each project worksheet (PW). Such is to include other project submittals to FDEM, FEMA and/or any other applicable entities and will adhere to the standardized format proven to comply with FEMA's requirements while maximizing recovery opportunity.
- + Work with FEMA to formulate PWs in the most advantageous, streamlined, organized manner that aligns with the internal priorities of the Town of Fort Myers Beach. The team will provide guidance to the Town and will focus on maximizing reimbursement for the repair/replacement of critical infrastructure losses.
- + The Tidal Basin team will initially prioritize opportunities for Expedited Funding under FEMA's PA program to facilitate the Town's ability to quickly implement recovery operations and replenish disaster spending budgets.
- + Attend all meetings with FEMA, state and insurance representatives and will participate regularly with the Town's designated workgroup. The team, as required, will attend either in-person and/or virtually.
- + Assist the Town in establishing pragmatic document control organized by PW and preserved for easy access for appeals, closeout, and audit. The team will also assist the Town with the establishment of a file retention system and data management process that ensures disaster records are complete and ready for audit.
- + Develop and execute processes for the Town of Fort Myers Beach that allows the team to assist in the preparation and submission of the disaster recovery program. These implemented processes will be inclusive of documentation, procurement, contracts, payroll, and grant submission support.

- + Develop and execute processes for obtaining, analyzing, and gathering field documentation. Processes will include, however are not limited to, records related to procured goods and services, timekeeping, and force account labor.
- + As detailed further below, provide overall Grants Management services relating to all FEMA Project Worksheets, including the management of FDEM and FEMA's Grants Portals, thereby ensuring compliance with applicable policies, regulations, and laws.
- + To enable thorough and expeditious reimbursement, Tidal Basin will assist in developing and implementing mechanisms to track Management Costs, formerly referred to as Direct Administrative Costs (DAC).
- + Evaluate opportunities and develop alternate and/or improved project requests for FEMA and/or other Federal or State Grants; all necessary documentation and policy justification to support approval will be provided.
- + Develop and implement policies and procedures for the FEMA Grants Portal system to ensure consistency and thoroughness for all of the Town's PWs.
- + Develop PW collateral and assist in the preparation of accurate PA emergency and permanent work project estimates, including but not limited to Cost Estimating, development of detailed Damage Descriptions and Dimensions, Scope of Work, Force Account Labor, Force Account Equipment, and Rental Equipment Summary Reports, Material Summary Reports, Contracts and the aggregation and summarization of all associated supporting documentation.
- + Formulate projects in such a way that potential eligibility issues, environmental or historic preservation concerns, or complicated insurance coverage issues are considered separately to expedite funding and address complex projects individually.
- + Review each PW against actual site conditions to ensure that all damage details are captured thoroughly and that the Scopes of Work align with the goals of the Town. The team will coordinate and interface with the Town's technical point of contact to inform the effort for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Additionally, we will aid in the oversight of repair and construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines.
- + As detailed further below, develop all 406 Hazard Mitigation Proposals for PA PWs in alignment with the Public Assistance Program Policy Guide (PAPPG) Appendix J and the Benefit Cost Analysis (BCA).
- + Assist in the development of detailed cost estimates for in-kind repair and replacement projects as

"In total, Tidal Basin efficiently and effectively managed over \$10 million in Public Assistance grant funding, including over \$100K in 406 Hazard Mitigation Program Measures, to harden City facilities and mitigate against future damage.

I strongly recommend the services of Tidal Basin. They are professional, thoughtful, and extremely knowledgeable. They handled the City's financial recovery flawlessly which minimized disruptions to the City's staff, allowing them to keep focus on their daily responsibilities."

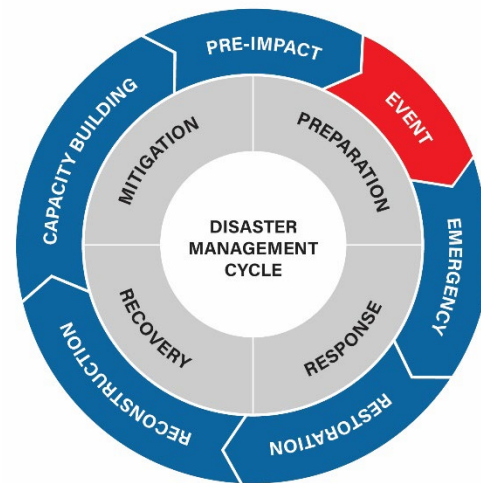
-Mark Finigan, Former Finance Director, City of Key West, Florida

well as estimates for improved projects, hazard mitigation proposals, codes and standards upgrades and least-cost alternatives to support PW development. Cost estimates will also serve as the basis for 50 Percent Calculations used to determine if a facility should be repaired or replaced, and to aid FEMA in the review and obligation process.

- + Coordinate with the Town's finance and accounting departments to ensure disaster-related expenses are categorized and tracked to support thorough cost capture and expeditious data recall to support PW development.
- + Review the Town's Property Insurance, as well as past disaster FEMA Obtain and Maintain insurance requirements, and work with the Risk Management Department to understand the insurance impact on PWs, allowing Tidal Basin to make recommendations on how to best pursue FEMA reimbursement.

Public Assistance Eligibility

The cornerstone of any successful disaster recovery hinges on a thorough understanding of grant program eligibility. Our team has decades of experience managing disasters of all kinds and advising clients on opportunities to take advantage of eligibility rules to maximize recovery and speed rebuilding following disaster events. We will:



- + Develop PWs that comply with FEMA's eligibility requirements while maximizing opportunities for reimbursement for hazard mitigation, codes and standards, environmental compliance, and other opportunities.
- › Formulate projects in such a way that potential eligibility issues, environmental or historic preservation concerns, or complicated insurance coverage issues are considered separately to expedite funding and address complex projects individually.
- + Review all PWs for eligibility issues and work to develop justifications based on policy, regulation, and past precedent to represent the Town's best interest to FEMA and FDEM.
- + Attend meetings with FDEM and FEMA to discuss and negotiate complex eligibility issues to represent best interests and to foster a collaborative environment among coordinating agencies.
- + Assist if FEMA or FDEM challenges recovery goals, supporting the position with precedent, policy and regulation using seasoned arbitrators and appeals experts.
- + Ensure the Town's disaster recovery and restoration processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Compliance and Procurement

Tidal Basin will support the Town with reviewing all projects for compliance and providing advice to ensure that funding is not jeopardized as a result of procurement. We will provide the following support:

- + Review the Town's procurement policies and practices and provide feedback to ensure compliance with the Uniform Administrative Requirements set forth in 2 CFR part 200
- + Advise the Town on federal and local regulations and guidelines to avoid disallowance and negative audit findings. This includes providing recommendations for improvement/augmentation of existing procurement policies and practices
- + Perform solicitation, contract, and contractor invoicing review to ensure that solicitations, contracts and contractors' invoices are compliant and eligible with grant program requirements
- + Ensure alignment of Scopes of Work with bid packages to preserve and maximize recovery
- + Environmental and Historic Preservation compliance with NEPA, Section 106, and any other applicable law, Executive Order, regulation or policy pertaining to the Town's projects.

Grants Management and Correspondence

Grants Management, coupled with an elevated level of expertise in project formulation and eligibility, ensures that grant conditions are met and maintained for compliance and disallowance is avoided. This requires continuous, meticulous monitoring, timely correspondence, deep knowledge of statutory timelines, and expertise in grant program compliance. To support the Town, the Tidal Basin team will provide the following:

- + Draft correspondence and assist with submissions to FEMA, FDEM and other agencies associated with the Town's recovery, including Time Extension Requests, first and second Appeals, Scope Change Requests, Amendment Requests, Closeout Requests, and any Audit Responses, as necessary.
- + Complete all Quarterly Progress Reports (QPRs) as required by FDEM and FEMA.
- + Design and implement a process with documented procedures outlining a standardized method of data collection to support expeditious Requests for Reimbursement (RFRs) and Requests for Advance (RFAs).
- + Support the Town with the implementation of cost tracking procedures and protocols to ensure ongoing compliance with federal requirements and thorough reimbursement. This includes implementation of cost tracking procedures for interval review and reconciliation of actual project spending thereby ensuring all eligible project costs are accurately captured.
- + Develop and implement document management protocols for audit ready files, track and document projects with Town personnel to assure the pass-thru of knowledge and next steps.
- + Provide detailed reports on closeout status, Time Extensions, Appeals, Audits, DOB (Duplication of Benefits) findings and projected programmatic closure date.
- + Handle Requests for Information (RFI) issued electronically in FEMA's Grants Portal system including:
 - › Tracking and responding to all FEMA RFIs (Requests for Information) in a manner that complies

with FEMA's programmatic timelines.

- Formulating RFI responses that satisfy FEMA's information requirements necessary to process and obligate PWs in the most expeditious manner possible by providing thorough documentation supported by policy and regulation.
- + Perform services in accordance with timeframes and dates mutually agreed upon between Tidal Basin, The Town, FDEM, FEMA and/or any other agency included in the process, strategy or otherwise.

Award Closeout

Tidal Basin offers industry proven grant closeout support. The Tidal Basin team will work to facilitate the prompt and full reconciliation of all subawards, meeting or exceeding the stipulations contained within all applicable federal regulations. Our team's effective project management and rigorous monitoring from project implementation onward will streamline closeout of the award. Closeout support efforts may include additional training sessions and template distribution to prepare to close out projects; conducting final site inspections; gathering all compliance documentation; and generating the closeout package to include drafting the Town's closeout request to FDEM and FEMA, and other federal agencies including all required supporting documentation. Tidal Basin will support closeout efforts through the following:

Upon final PW drawdown, Tidal Basin will assist in initiating closeout procedures:

- + Complete the FEMA Project Completion and Certification report (P.4) and initiate closeout requests.
- + Formulate and support large project closeouts final actual eligible costs, including preparation of PW amendments to reconcile funding and Scopes of Work as necessary.
- + Request Net Small Project Overruns (NSPO) as necessary, supporting cost overruns with detailed cost documentation for final reconciliation.
- + Formulate and support Small Project Closeouts with verification of completion within the period of performance.
- + Assist in the development of Final Inspection Reports.

Determination Memos and Appeals

In the event FEMA makes a negative eligibility determination or takes issue with the Town's recovery goals, Tidal Basin will advocate on behalf of the Town to ensure best interests are represented to FEMA. On behalf of the Town of Fort Myers Beach, we will:

- + Utilize precedent-setting appeals and policy decisions to outline and justify complex eligibility issues in a manner that maximizes opportunity.
- + Direct FEMA to provide Determination Memos in accordance with protocol, which memorialize FEMA's determination and outlines the policy or regulation used in making the decision, if FEMA makes a negative eligibility decision.
- + Review FEMA's Determination Memos and make recommendations as to whether the decision warrants an appeal.

- + Should the Town desire to appeal a FEMA Determination, develop a letter of appeal, aggregate the required documentation to support the appeal, justify the position with past precedent, and submit the appeal package to the recipient and FEMA within the statutory timelines.
- + Respond to RFIs by the recipient and/or FEMA in response to any appeals.

Audits

Any federal grant program administered is subject to audit from both state and federal agencies. Tidal Basin works proactively to support audit reviews from the Preliminary Damage Assessment (PDA) through project closeout. Our standard approach when creating project files ensures that each project is completely documented as if being audited from the start of the disaster. In the event of an audit by the Office of the Inspector General (OIG), the Tidal Basin team will work directly with the OIG representative to provide the information and documentation that is required to avoid negative audit findings.

Developing Long Term Community Recovery Plans

Long term community recovery (LTCR) planning is a compressed, intensive process that will guide recovery and maintain community involvement. Tidal Basin will:

- + Establish the plan leadership team, including a project manager and key agency representatives, develop a milestone schedule for deliverables, including quality control, and set a schedule of regular leadership meetings.
- + Develop a LTCR plan outreach program to engage the community (prioritizing underserved populations including communities of color, elderly, youth, disabled, and low income), public agencies, private sector, and non-profits.
- + Assess impacted resources, structures, populations, etc. including housing, infrastructure, environment, and the economy to determine focus areas for the LTCR plan.
- + Review and synthesize existing plans and studies. Given our breadth of local experience, we are very familiar with existing plans for Lee County including comprehensive, transportation, housing, and economic development plans.
- + Identify and delineate community needs including diverse housing types, infrastructure, natural areas, parks and recreation facilities, community centers, and economic and community development. Establish goals and metrics for each focus area.
- + Identify infrastructure investments that mitigate risk, promote resilience, and support recovery and quality of life.
- + Identify policies that promote the shared vision and goals of the LTCR plan.
- + Evaluate and prioritize projects, policies, and other strategies based on community input, resilience, and performance measures including equity and sustainability.
- + Develop an action plan, including funding sources, responsible champions and lead agencies, outreach and education strategies, monitoring and reporting, and implementation timelines to achieve LTCR.
- + Incorporate projects, policies, and strategies into applicable Comprehensive, Transportation, Housing, and other plans and funding programs.

Experienced Staff to Support/Augment Local Disaster Recovery Manager (LDRM)

Our existing relationships and experiences with county and Town staff, public agencies, local major employers and small businesses, nonprofits and service providers, and community groups, make us well positioned to support the LDRM quickly and effectively as required.

Support for the LDRM will follow the action plan developed for the LTRC plan. The team will focus first on high priority, high impact, visible projects to ensure continued community support and awareness. Implementation may require grant applications and management, local policy

change, personal business investments, and community action. It will certainly require coordination

across sectors, accountability from all partners, and flexibility as opportunities and challenges arise.

Discussed further in Section 5 of our proposal, Tidal Basin has tailored a team specifically to address the Town's unique needs with respect to the re-opening of Times Square, coastal engineering and beach preservation, and restoration and improvement of local parks and recreational facilities.

Hazard Mitigation Services

Tidal Basin understands the value of implementing effective, cost-efficient Hazard Mitigation measures into FEMA funded projects. As FEMA states, every one dollar spent on Hazard Mitigation saves six dollars in future losses. It is for this reason that inclusion of Section 406 Hazard Mitigation proposals is a cornerstone to all Tidal Basin's Public Assistance consulting engagements. With the goal of continuously increasing the resilience of the Town's infrastructure, the Tidal Basin team will meticulously analyze all projects for opportunities to incorporate mitigation measures that comply with FEMA's eligibility criteria, maximize recovery opportunity, and protect facilities against future losses. This includes, but is not limited to the following:

- + Tidal Basin will assist in development of Section 406 Hazard Mitigation Proposals (HMP) for projects in alignment with the Public Assistance Program Policy Guide (PAPPG) Appendix J and the Benefit Cost Analysis (BCA).
- + Our team will analyze all of the Town's projects for immediate opportunities for mitigation included in Appendix J, which outlines pre-approved mitigation measures which can be funded up to 100% of project costs without the need for a BCA.
 - › Pre-approved cost-effective mitigation measures included in FEMA's PAPPG Appendix J include items such as:
 - Increasing draining structure sizes
 - Sump pumps
 - Elevation of equipment above BFE (Base Flood Elevation)
 - Anchoring storage tanks
 - Dry floodproofing
 - Securing walls to roofs using connectors or hurricane clips

- + Tidal Basin’s mitigation experts will analyze mitigation opportunities with budget concerns in mind, understanding that added project costs come with additional local cost share unless funded at 100% Federal cost share.
- + Based upon the budgetary analysis, our team will make recommendations as to the most advantageous opportunities for mitigation projects that also maximize resiliency.
- + Tidal Basin Mitigation experts will collaborate with the team of PA experts to ensure baseline FEMA projects include maximized funding opportunity under eligibility rules, which translates to a higher level of available mitigation funding on a project-by-project basis.
- + We will develop HMPs (Hazard Mitigation Proposals) including all FEMA required information including Cost Estimate, 15% Calculation, all necessary regulatory, permitting and compliance information, thorough and detailed HMP Scope of Work, and perform a Benefit-Cost-Analysis for those projects that exceed 15% and are not included on Appendix J.
- + Using FEMA approved methodologies, including the BCA toolkit, Tidal Basin will conduct the Benefit-Cost Analysis to determine the overall Benefit-Cost Ratio (BCR) to support the Town’s mitigation objectives for PA funded projects.

Section 406 Hazard Mitigation Measures are considered cost-effective if they meet one of the following three criteria:

- ***Within 15% of project cost***
- ***Found on Appendix J of PAPPG***
- ***A BCA of 1.0 or greater***

Pre- and Post-Disaster Mitigation Services

The Tidal Basin team offers an approach which utilizes our staff and corporate experience in developing and implementing comprehensive mitigation strategies in coordination with state and local clients. We possess in-depth knowledge of Hazard Mitigation Assistance (HMA) programmatic requirements, including the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA). Tidal Basin currently implements HMA programs on behalf of the states of Alaska, Hawaii, Michigan, New York and numerous cities/towns and special districts across the United States and its territories.

For over 20 years, Tidal Basin has provided technical support and staff augmentation at the state and local levels, supporting recipients and sub-recipients with Hazard Mitigation project assistance, all while prioritizing the needs of our clients. Our approach includes strategic guidance at the local level and is accompanied by the development of tools and direct assistance to support successful application development and subsequent project implementation by sub-recipients. We provide cradle to grave support throughout the lifecycle of the project.

Tidal Basin has kept up to date, been part of all reviews, and commented on all aspects of BRIC guidance since its inception and before the Pre-Disaster Mitigation (PDM) was sunset and BRIC took over. The Tidal Basin mitigation team consists of seven former State Hazard Mitigation Officers (SHMO’s) who all will be available for reach back assistance to ensure the Town is on track to ensure all eligibility criteria is met and the town maximizes its mitigation project investment moving forward.

Pre-Award Services

Tidal Basin will work with the Town to answer all requests for information as timely as possible for all phases of project implementation, ensuring all eligibility and feasibility questions are justified and in accordance with all application regulations and guidance. In addition, our team will coordinate all project issues with the Town and the project team to ensure all issues are resolved timely and written in a manner to increase approval of the project. We will also ensure our presence at all required meetings, whether in person, or virtually given the current pandemic.

Grant Administration

Tidal Basin will support the Town initially by drafting vendor award letters and contracts, tracking all awards, processing contract amendments, and implementing the local cost-share match, if applicable. Staff will provide grant implementation and monitoring services throughout the lifecycle of each project to ensure:

The Tidal Basin mitigation team recently developed both Beach and Dune restoration studies for our client, the State of Hawaii.

Development of Phase I and Phase II Deliverables:

- + Engineering design development review
- + Permitting reviews
- + Review of Environmental Assessments (EAs)
- + BCA development/refinement
- + Construction occurs on time and within applicable construction management standards
- + Scope of Work changes, requests for additional information, including development of updated BCAs at 30%,60%, and 90% design to ensure projects remain cost-effective from Phase I throughout Phase II.
- + Performing additional technical feasibility and Environmental and Historic Preservation (EHP) reviews to ensure feasibility and EHP compliance is maintained from Phase I throughout Phase II of the projects. Staff can provide frontloaded guidance and weave their floodplain management and engineering expertise into the guidance they provide throughout project implementation.
- + Compliance with Environmental and Historic Preservation laws, Executive orders, and rules and regulations is often a stumbling block or “pain point” for HMA grant recipients. Providing EHP guidance as the project is implemented, particularly should the scope of the project warrant an Environmental Assessment is paramount. Tidal Basin staff have provided EHP technical support to several sub-recipients to develop Environmental Assessments, particularly in support of large complex projects post Hurricane Sandy in New York. FEMA’s 2015 Hazard Mitigation Assistance Unified Guidance (2/27/15), provides a basic EHP checklist which would be augmented by local and state requirements. After ‘vetting’ projects to determine the level of potential environmental and historic impact, site visits, record culling and ongoing technical support to EHP contractors hired by the Town of Fort Myers Beach post-award to fulfill EHP compliance requirements would be provided.

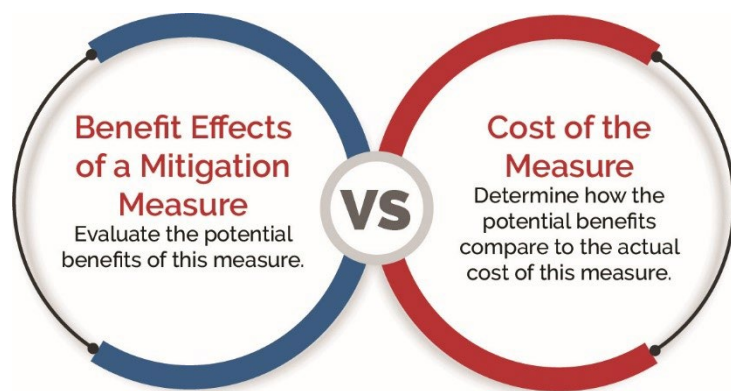
+ Leading public comment sessions/hearings:

- › The Tidal Basin team has led hundreds of public meetings for disaster recovery and mitigation programs. We know public engagement can be an important part of the HMA project implementation process. Our experience and management approach ensures public events run smoothly, while also ensuring public comment is fully captured and documented. As such, the Tidal Basin team can lead public comment sessions/hearings, as requested.
- › Monitoring sub-grant performance and fiscal oversight, to include:
 - Establishing weekly conference calls with engineers, EHP contract staff, and other vendors as required.
 - Collaborating with Florida Division of Emergency Management (FDEM), FEMA, and other federal agencies, where applicable, to track award progress and provide periodic project status updates.
 - Processing requests for reimbursement including the development of reimbursement forms, project 'checkbook' trackers, and financial databases.
 - Ensuring timely and accurate quarterly performance reports are developed and submitted to FDEM to satisfy FEMA's requirements set forth in 44 CFR Section 206.437(b)(4)(xii) including developing reporting documents and schedule for submittals from vendors, engineers, and EHP consultants, where applicable.
 - Ensuring administrative requirements of 2 CFR Part 200 are followed, including ensuring procurement during project implementation is in conformance with Sections 200.317 – 200.326 and any state or local procurement laws and regulations.

Benefit-Cost Analysis

Working parallel to the general application development effort, BCA Specialists would distribute templates, checklists, and related forms designed to identify and gather the information required to develop and document a FEMA-compliant BCA, including ensuring sea-level rise documentation and social and environmental benefits fully gleaned.

With information in hand, our specialists will make eligibility recommendations to the City. The BCA Specialists would review the gathered information and provide hands-on support, working directly with sub-recipients or in group settings, where appropriate. The BCA Specialists would seek every opportunity to utilize FEMA's BCA efficiencies (pre-calculated benefits for select project types) to reduce the administrative burden on sub-recipients. BCA Specialists would also provide comments on any technical, engineering,



or other related issue that may require third-party support. Our staff would implement FEMA’s BCA program guidelines, methodologies, and tools to include:

- + The Office of Management and Budget’s (OMB) Circular A-94 Revised “Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs
- + The Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 100-707)
- + FEMA BCA Toolkit 6.0
- + FEMA Pre-calculated Benefits Policies

Technical Feasibility

Tidal Basin’s approach towards ensuring a proposed project is technically feasible begins with determining whether a proposed activity presents a long-term solution to the risk it is intended to mitigate. This is followed by determining whether the activity will conform with accepted engineering practices, established codes and standards and best practices as required by FEMA’s Hazard Mitigation Program. Early and open dialogue with sub-recipients during the project scoping phase of project development is a proven technique for identifying issues related to technical feasibility. Staff can provide frontloaded guidance and weave their engineering backgrounds, as well as codes and standards expertise, into the guidance provided throughout application development and project implementation, particularly for large, complex phased projects. Guidance will vary depending on project type and complexity. For example, compliance with the standards established by the American Society of Civil Engineers / Structural Engineering Institute (ASCE/SEI) Technical Bulletin 24-14 is required for flood resistant design and construction; safe room design, construction, and implementation criteria in concert with FEMA Publications P-320 or P-361 would be critical; and wind retrofit projects a level of protection on par with FEMA Publication P-804 is optimal.

Award Closeout

The Tidal Basin team will work to facilitate the prompt and full reconciliation of all sub-awards; meeting or exceeding the stipulations contained within FEMA’s HMA Closeout Toolkit. Effective project management and monitoring as the project was implemented will streamline closeout of each project. Closeout support may include conducting final site inspections, gathering required EHP, NFIP, and permitting compliance documentation, and generating the close out package to include drafting the Town’s subaward closeout request to FDEM and all required supporting documentation.

CDBG-DR Services

Tidal Basin is experienced in managing HUD Community Development Block Grant funding, including CDBG-DR and CDBG-MIT. Our team can partner with the Town to support all aspects of grants management from funding application to grants closeout.

Our team utilizes the grant application and management cycle depicted above that will allow us to support the City in securing CDBG grants, where a competitive process is required, and through the implementation of programs and projects. We are familiar with HUD National Objectives, all Eligible Activities that will support a tailored approach to meet the Town’s specific needs.

Our experts can provide support for the following services:

- + Action plan development
- + Consolidating planning

- + Project Identification and Program Design
- + Grants Management
- + Policy and Regulatory Support
- + Financial Management and Reporting
- + Program Implementation
- + Compliance and Monitoring
- + Grant Closeout

Section 3: Experience

The Tidal Basin Difference

Tidal Basin has an established history of providing both program and grant management services to clients across the United States and its territories. Our proven programmatic expertise is backed by a well-honed recruitment and training program; field-tested quality assurance, logistics, and operations management processes; and extremely low turnover, particularly among our management team.

Tidal Basin provides the highest-level program and policy expertise and works together with our clients, partners and stakeholders to ensure our work complies with program eligibility requirements and applicable codes, standards and regulations. Tidal Basin's program and policy experts are armed with unmatched knowledge and expertise that allows us to communicate with federal, state or local regulatory agencies, like FEMA, HUD, U.S. Treasury, etc. on behalf of our clients with authority in our efforts to preserve and obtain available federal reimbursements.

To ensure strict adherence to written program policies and federal regulations, we offer high levels of file compliance oversight. Our quality principles for compliance include upfront QA/QC reviews, well-documented processes and analytical reviews supported by methods for project management and controls, data management and reporting, audit proofing, and financial management. Subject Matter Experts (SMEs) are available for ongoing consultation on any policy guidance or compliance area. When scenarios warrant additional reviews, we escalate issues and request formal policy clarifications.

Tidal Basin has perfected its Preparedness, Response, Recovery, and Mitigation services by actively providing state-level recovery support and additional emergency planning, response, and mitigation services to numerous states including Alaska, California, Colorado, Florida, Georgia, Hawaii, Illinois, Iowa, Louisiana, Massachusetts, Michigan, New Hampshire, New Mexico, New York, North Carolina, Puerto Rico, South Carolina, Tennessee, Texas, U.S. Virgin Islands, Vermont, Virginia, West Virginia among others. In that time, we have successfully responded to more than 20 disasters ranging in scope from a small \$2.7 million snow emergency requiring eight (8) staff, to five (5) simultaneous disaster events totaling \$550 million in damages and have written 8,974 Project Worksheets (PWs).

Our long-standing relationships and successful track record of supporting state clients affords our team insight other firms may lack. For more than a decade, the Tidal Basin team has provided technical support and staff augmentation at the state level, supporting applicants and sub-applicants to develop Hazard Mitigation Assistance Program applications (including HMGP, FMA, and BRIC) all while prioritizing the needs of the state. Our approach includes strategic guidance and technical expertise accompanied by the development of tools, training, and direct assistance to support successful application development and subsequent implementation by our clients.

Effective disaster recovery and resiliency consulting does not only mean securing funding on the front-end, but also protecting funding from potential negative audit findings due to non-compliance, lack of documentation, or inadequate eligibility justification. Our deep understanding of disaster recovery and relief programs, along with our hands-on experience gained during some of the worst disasters in U.S. history, allows us to effectively reach our client's recovery goals. [Tidal Basin understands what it takes to get things done the right way.](#)

List of Completed Projects

Client	Project Description	Contract Period	Contact Information
Baptist Health	Disaster Recovery/Public Assistance/Irma	9/2017 – 11/2018	Susan Magner, Director Construction Management 786-594-6075 susanma@baptisthealth.net
City of Hialeah	Disaster Recovery/Public Assistance/Irma	8/2019 – 8/2022	Luis Suarez, Purchasing Manager 305-883-5800 lasuarez@hialeahfl.gov
City of Key West	Disaster Recovery/Public Assistance/Irma	10/2017 – 6/2022	Todd Stoughton, Assistant City Manager 305-809-3811 tstoughton@cityofkeywest-fl.gov
City of Marion Iowa	Disaster Recovery/Severe Storms	11/2020 – 10/2022	Lianne Cairry, Finance Director 319-743-6352 lcairy@cityofmarion.org
City of Sanibel, Florida	Disaster Recovery/Public Assistance/Irma	4/2016 – 7/2022	Jocelyn Upchurch, Deputy Director Finance 239-472-9615 x 368 Jocelyn.Upchurch@mysanibel.com
Cottage Health	Disaster Recovery/Public Assistance	4/2020 – 5/2022	Mitchell Rosenbaum, Director of Corporate Treasury 805-879-8949 mrosenba@sbch.org
Houston Housing Authority	Disaster Recovery/Public Assistance/Harvey	9/2017 – 11/2022	Jay Mason, Department Director 713-260-0605 x 4605 jmason@housingforhouston.com
Jefferson Parish	Disaster Recovery/Severe Storm	6/2006 – 11/2016	Tim Palmatier, Finance Director 504-364-2767 tpalmatier@jeffparish.net
Keys Energy Services	Disaster Recovery/Public Assistance/Irma	9/2017 – 08/2020	Jesse Perloff, Director of Finance 305-295-1014 Jesse.perloff@keysenergy.com
Linn County Iowa	Disaster Recovery/Severe Storms	11/2020 – 10/2022	Steve Estenson, Risk Manager 319-892-5207 Steve.estenson@linncounty.org
Santa Rosa County Florida	Disaster Recovery/Severe Storms/Sally	9/2020 – 6/2022	Lani Birchett, Grants & Special Program Coordinator 850-981-2016 lanib@santarosa.fl.gov
State of Michigan	Disaster Recovery/Public Assistance Severe Storms and Flooding	1/2019 – 12/2021	Tiffany Vedder, State Public Assistance Officer 517-599-5333 VedderT@michigan.gov
State of Tennessee	Disaster Recovery/Public	1/2019 –	Judith Huff, Assistant Director for

Military Department	Assistance	11/2022	Mitigation and Recovery 615-741-3883 Judy.huff@tn.gov
University of West Florida	Disaster Recovery/Public Assistance/Sally	9/2014 – 06/2022	Pennie Sparks, Risk Manager 850-474-2177 psparks@uwf.edu

Project Highlights

Rikers Island Shoreline Restoration, NY

With a project valued at \$49M, the Tidal Basin team was actively engaged with the NYC Dept of Corrections Riker's Island Shoreline restoration. Our staff were actively involved in the development of the coastal infrastructure projects, review of versions, and obtaining **FEMA Environmental and Historic Preservation (EHP) approvals**. The Tidal Basin team conducts yearly site inspections as the projects progress and review design and construction plans as they evolve.



Hart Island, NY

Hart Island is an old Potter's Field for New York City. During Sandy, human remains were washed out of the ground and became exposed along the shoreline, requiring numerous coastal infrastructure projects that included **archeological and EHP reviews**, with the Tidal Basin team actively engaging with the State, recovering over \$13M in damages.

State of Florida, Emergency Rental Assistance (ERAP) Program



The State of Florida Department of Children and Families selected Tidal Basin to provide full case management and project management services to the State of Florida for the administration of its Emergency Rental Assistance Program, dubbed *OUR* Florida.

The Tidal Basin team has developed the technological platform to accept landlord and tenant applications and provide case management and reporting on the backend. In addition to case management services, which include eligibility determination, QA/ QC, and pre- and post-payment review, the Tidal Basin team is

also administering the program's call center, and outreach campaign, including paid and earned media, stakeholder coordination, and coalition building.

Project Successes

- + Launched public facing website for ERAP with pre-eligibility screening in 10 business days after contract NTP
- + Launched Application portal in 15 business days after NTP and began accepting program applications
- + Made first payment to applicant 24 Business days after NTP
- + On-boarded 400+ staff

Our team has deep experience providing ERAP and Homeowner Assistance Fund (HAF) services including:

- | | |
|---|--------------------------------------|
| + Call Center | + Payment Processing |
| + Housing Counseling | + Quality Control |
| + Reporting | + Outreach and Engagement Plan |
| + Application, Document Intake and Management | + Compliance Monitoring and Training |
| + Underwriting and Decisioning | + Reporting |
| | + Technology Solution |

Houston Housing Authority, Texas

Following the devastating damages brought on by Hurricane Harvey, the Houston Housing Authority (HHA) hired Tidal Basin to represent their claims with FEMA. HHA suffered some \$55,000,000 in damages spread across 61 projects. **Four large projects were selected as candidates for Section 428 Public Assistance Program Alternative Procedures under the Stafford Act**, allowing applicants to maximize the ability to drive their



own recovery with flexibility to spread the grant funding across the Section 428 projects. It also allows Section 406 Hazard Mitigation funding to be retained on a case-by-case basis. The level of risk reduction achieved for the Alternative Procedures Project must equal, or exceed, the benefit that the Applicant would have achieved through completion of the approved mitigation measures. HHA wanted the flexibility to use these funds on alternate projects to achieve the maximum benefit for each dollar. HHA also wanted to retain the hazard mitigation funding (\$18,200,000) for use on the other projects. These four projects were allowed to be consolidated into one project, PW 3400, equaling **\$39,450,310.00**.

Hawaii Kahana Ridge Fire

Tidal Basin provided support and grant management services in developing, submitting, and closing out FMAG project worksheets. FEMA Region 9 FMAG Coordinator comment that our project worksheets were the “most thorough and complete he had ever seen.”

Volusia County Hurricane Preparation and Response Plan

For the past 22 years, Tidal Basin team member Taylor Engineering has provided Volusia County, Florida, with a wide variety of coastal engineering services focusing on the management of Ponce de Leon Inlet and Volusia County's beaches to the south. Following 2016 and 2017's major hurricanes (Matthew and Irma) and nor'easter events, Volusia County requested that Taylor Engineering provide hurricane preparation and response plan services, including determining the availability and quantity of beach-compatible material in existing Florida dredged material management areas (DMMA) and upland mines. This effort identified cost-effective sediment options for emergency beach nourishments in response to storm-induced coastline erosion.

Taylor coordinated with the Florida Inland Navigation District (FIND), the Florida Department of Environmental Protection (FDEP), and the US Army Corps of Engineers regarding sand availability within FIND's V-26 and V-29 DMMAs. Taylor drilled 20 hand-auger core borings up to 10.5 ft in depth and collected 60 samples within the two DMMAs.

Following field collection, all samples were dried, weighed, and dry sieved per ASTM D422-63 guidelines (grain size) and classified by Munsell color designation (ASTM D2487). Fifteen of the samples (per FDEP guidelines) were tested for calcium carbonate content using the Twenhofel and Tyler method. Four of the burned samples (per FDEP guidelines) were then dry sieved to determine the post-carbonate grain size distribution. The fieldwork and subsequent lab analyses revealed approximately 196,000 cy of material was available for emergency beach placement within DMMA V-26, which was placed on Volusia County beaches in 2018.

Summer Haven

The Summer Haven River is located south of the Matanzas Inlet near the St. Johns/Flagler County line in northeast Florida. In 2008, a breach of the barrier island dune system due to a nor'easter that immediately followed Tropical Storm Fay caused sand to fill more than 37 acres of estuarine open water and salt marsh habitat. The breach also destroyed over 1.5 acres of beachfront dune habitat. The St. Augustine Port, Waterway, and Beach District (SAPWBD) contracted Taylor Engineering to evaluate the feasibility of reopening the river and restoring the lost habitat. After the initial evaluation, Taylor Engineering worked closely with a local non-profit organization, the Friends of the Summer Haven River, and SAPWBD to design, permit, and build the restoration project. Taylor Engineering's work included topographic surveys, geotechnical borings, natural resource surveys, restoration alternative development, regulatory agency consultation, permitting, and engineering design. The final design included the restoration of 33 acres of open water, shallow water, and marsh habitat and 2.4 acres of coastal dune.



While restoration planning was underway, least terns began nesting on the barren sand deposited in the river. Consulting with regulatory and wildlife management agencies, Taylor Engineering developed the least tern mitigation plan that created a 9.4-acre beachfront and upland tern nesting habitat to

their expectations and standards. Woolpert shared an array of images with MWCD that helped leadership identify preferred building and facility types, styles, character, and materials to frame the guidelines. Woolpert used this input to create an architectural vocabulary and thematic illustrations to represent the facilities, amenities, and infrastructure standards for the park system.

Section 4: Capacity to Provide Requested Services

Prime Contractor Activated Contracts

Below, Tidal Basin provides a list of our contracts that are currently activated.

Client	Project	Number of Staff Assigned
FDEM	COVID-19	5
City of Hialeah	Irma & COVID	3
City of Marion, Iowa	DR-4557 Derecho	1
City of Miami Beach	Irma	1
City of Miami Beach	COVID-19	1
City of Sanibel Island	Hurricane Ian	2
Cottage Health	COVID-19	1
FEMA	PA TAC IV	3
Frio Health	COVID-19	1
Fort Myers Beach, FL	Hurricane Ian	4
Great Lakes Water Authority	Severe Flooding	1
Hawaii	Numerous DRs	2
Holly Hall	COVID-19	1
Jefferson County, TX	COVID-19 (ARPA)	1
Jefferson County TX	2021 Winter Storm	1
Lee County Electric Cooperative	DR-4673-FL	1
Legacy Health	COVID-19	1
Leoni Meadows	Wildfires	1
Linn County, IA	Public Assistance	2
Linn County, IA	COVID-19	1
Longboat Key	COVID-19	1
Mennonite Hospital	Hurricane Maria / 404 HMGP	1
Midland Health	COVID-19	1
Mount Sinai	COVID-19	1
New York State	Hurricane Sandy, Long-Term Recovery	19
New York State	Audit	1
New York State	Finance	3
OAHS	OR State Vaccination Program	2
Orange County, NY	Numerous Declarations	1
Prisma Health	COVID-19	1
Ramsey County	COVID-19	2
San Patricio County, Texas	COVID-19/Severe Storms	1
Santa Rosa County, FL	Hurricane Sally	1
Scurry County	COVID-19	2
Stanford Health	COVID 19	1

Stanford University	COVID-19	1
State of Alaska	DR-4533/COVID 19	7
State of Alaska	DR-4413/Cook Inlet Earthquake	2
State of Alaska	AK 21-278 IA - 2021 & 2022 Winter Storms	4
State of Illinois	COVID-19	5
State of Illinois	COVID-19 - Subrecipient Closeouts	2
State of Michigan	DR-4494/4381/4547/4607	4
State of New Mexico	Grants Management	1
State Of New York	COVID-19	18
Texas Children's Hospital	Harvey/COVID-19/DR-4586	1
United Regional Health	COVID-19	1
University of Miami	COVID-19	1
University of West Florida	Hurricane Sally	1
USVI	Project Management	1
Valley Children's Hospital	COVID-19	1
Young Audience	Hurricane Ida	2

Location of Office and Resources

The Tidal Basin team have maintained a presence in Florida assisting with disaster recovery efforts since Hurricane Andrew in 1992. We have extensive familiarity with recovery operations in Florida and have aided over 30 Florida communities to-date, guiding our clients through their insurance and FEMA recoveries. We have experience with emergencies such as hurricanes and major flooding events, as well as a deep understanding of FEMA disaster relief programs and programs administered by FDOT/FHWA. This intimate familiarity and level of involvement enables our in-depth understanding of the unique needs and challenges Florida faces following catastrophic events.

For this engagement, the Tidal Basin team will utilize our office in Lake Mary, Florida to best suit the needs of the Town. Depending on project needs, efficiency, and the requirements of the Town, the project will be managed on-site or remotely, as directed by the Town.

When awarded a contract, Tidal Basin will dedicate both full-time and cadre staff to support the Town's disaster recovery needs. Although we have numerous ongoing projects throughout the country, we pride ourselves in always meeting the unique needs of each of our clients and if necessary, adjusting work assignments to meet those needs.

Management Plan and Deliverables

Tidal Basin recognizes that a disaster recovery consulting engagement has a beginning, a middle, and an end. Throughout this entire linear process, however, is the need for constant evaluation of dynamics that affect the engagement. New information, changes, opportunities, and concerns are common events that drive the need to adjust and adapt. To deal with this changing environment and the unique needs of the Town, Tidal Basin will rely on a Continuous Evaluation Cycle to manage our engagement. Tidal Basin's consultants apply a cyclical thought process that continuously



reevaluates the effectiveness of progress and achievements of the engagement, and then adapt new strategies if needed. As the linear steps of the engagement proceed, continuous reevaluation helps to ensure effective attainment of goals and objectives. On a weekly basis, the Project Manager (PM) is responsible for continuously evaluating the engagement and progression toward the Town's goals and milestones and reports any deficiencies or the need to adjust the engagement strategy to the Engagement Manager/Project Executive. To support this effort, Tidal Basin will:

- + Design a targeted, time-proven Recovery Plan that defines the Town's disaster recovery objectives, strategies for achieving those objectives and tactics for carrying out the operation.
- + Defined roles and responsibilities and a clear sense of the Town's goals and how each team member fits into the larger mission.
- + Anticipate problems, providing contingencies for the Town's vulnerabilities and continuously evaluating the engagement for effectiveness and appropriateness with a clearly defined course of action to update the plan on regular intervals if necessary.
- + Defining clear milestones to ensure the project is on-course, within budget, and aligned with the Town's recovery goals while making appropriate course corrections along the way.
- + Clearly defined deliverables and taskings so that each team member has clear expectations to support the Town's objectives.
- + Prepare weekly summary reports of progress toward the Town's goals and any issues that may require operational changes.
- + Attend all planning and progress update meetings, including hosting and providing presentations as requested by the Town.

Schedule

The FEMA Public Assistance Program has strict statutory deadline dates based on the Category of Work a Project Worksheet is written against. Tidal Basin's Project Manager shall develop a detailed Project Worksheet Tracking Workbook, which shall include a descriptive timeline for each Project Worksheet obligated. This timeline shall track the deadline date for Category A and Category B Projects (Debris Removal and Emergency Protective Measures respectively), plus Category C through Category G Projects (Permanent Work), as applicable.

Client Communications

Tidal Basin's Project Manager will be the primary point of contact between the Tidal Basin team and the Town and will be responsible for keeping all parties up to date on project status on an ongoing basis. The Town may communicate freely with other Tidal Basin assigned staff as necessary for efficiency of routine processing of projects, but the PM should be kept apprised when necessary. The team will provide the Town with a weekly status report detailing project activities, progress towards project goals and deadlines, and other required data. The PM will schedule a weekly status meeting with the Town to discuss project progress, and any other necessary topics. The weekly report will be available at this meeting for discussion. Additional reporting and meetings will be scheduled as necessary and requested.

Either the PM, the Engagement Manager, or other designee will be available during regular business hours via phone, or email and to respond to requests from the Town.

Management Team Responsibilities

The Tidal Basin team's key and support staff will utilize their expertise to ensure project success. Roles and responsibilities shall be defined with a clear sense of the Town's goals and how each member of the management team fits into the mission. The responsibility matrix clearly defines the accountability of the management team, and the project organization chart describes the organization of the project team as well as the lines of authority and communication.

Logistics

Resources deployed to this effort will be equipped with contractor issued and owned hardware prior to joining the contract. Such hardware will include laptops (PCs) and other equipment deemed necessary to support the program. The Tidal Basin Team already has in inventory enough laptops for the number of staff necessary to perform this engagement.

The Town shall request FDEM provide the FLPA.org system and FEMA provide Portal access for the submission and processing of applications by the assigned Tidal Basin Team. Tidal Basin will directly access applications through secure connections directly from the contractor owned and issued PCs.

The Tidal Basin team will provide necessary software required for this contract. Sufficient licenses are already owned to perform the contract. Such software includes MS Office and collaboration software (e.g., TEAMS or SharePoint).

Staffing

Tidal Basin will provide a Public Assistance Consulting team of sufficient size and with sufficient training to assist the Town with their financial recovery from Federally Declared Disasters. With a bench of over 2,000 resources, and a stellar recruiting team which is accustomed to hiring and onboarding hundreds of local and remote staff to stand up recovery programs quickly, the Team can staff the initial project requirements as well as any necessary surges. Tidal Basin maintains an office in Lake Mary, FL, and has developed a well-trusted and effective remote working ethic that has been in-place for over one year. Tidal Basin has staff that has been working remotely for clients for over three-years now, to their complete satisfaction.

Section 5: Other Information

The Tidal Basin team is currently engaged with various departments across the Town of Fort Myers Beach, inclusive of the Finance department. Our team provided Town department heads with training on FEMA documentation requirements along with helping to develop an approach to track costs and assist in capturing and summarizing eligible costs. Cost documentation and integrity audits were also performed to identify areas that may jeopardize funding.

Town employees have spent numerous hours with the Tidal Basin team to understand how the FEMA PA process works, while our team took time to understand each department's priorities to recover from Hurricane Ian and return to normal operations. By understanding the Town's priorities, our team is cognizant of where to initially concentrate our efforts and make sure that those projects are selected first.

To date, the Tidal Basin team have experienced success with the following:

- + Successfully completed Phase 1 of the Public Assistance work focused on operational planning and applicant coordination. Phase 1 includes the Request for Public Assistance, creation of the Applicant Impact Survey, FEMA Exploratory Call and Recovery Scoping Meeting.
- + Successfully completed Phase 2 focused on storm Impact and Damage Identification.
- + Tidal Basin successfully submitted a Cat B- Expedited project for a total of \$15,292,412.75. To date the Town has received approximately \$7.2M in expedited funds.
- + Reviewed current existing vendor contracts to ensure 2 CFR compliance.
- + Provided PA and procurement guidance on permanent work projects.
- + Assist in updating the Town's current mitigation strategy and identified project list through Lee County EM to align with potential 404 Mitigation projects.
- + Tidal Basin facilitated in coordinating FEMA/FDEM EHP and USACE for emergency beach berms to ensure all federal/state environmental concerns are addressed and funding not jeopardized. The Tidal Basin subject matter experts on-site also worked closely with FMB Public Works Department to navigate through the process.
- + Participate in all meetings with Local, State and Federal (FEMA) representatives as needed.

To begin the process of recovery from Hurricane Ian, Town leadership is motivated to bring residents, businesses, and ultimately visitors back to Fort Myers Beach. The Town developed a prioritized list of projects which includes restoring the beaches, rebuilding the town hall, the preservation and repair of historical sites, private and commercial property debris removal, the removal of debris to restore waterways, stormwater management and waterfront redevelopment.

Our team is already on-site, working closely with town department heads and other personnel to facilitate the immediate start of these projects. Through careful document audits and the availability of relevant subject matter experts, the Tidal Basin team is on-track to ensure these projects are eligible for reimbursement through the FEMA Public Assistance Program.

Moving forward, based on our interactions with Town leadership, our intent is to focus on the following identified priorities:

- + Provide technical expertise in Beach Nourishment, Environmental Assessment, Planning, Permitting and Restoration, Dredging and Dredged Material Management, Storm Water Management, and Waterfront Infrastructures.
- + Project formulation to create project worksheets for successful reimbursement of costs to repair or replace damaged facilities as prioritized by the Town.
- + Continued project submissions for Category A (Debris Removal) and Category C – G for permanent work.
- + Continued coordination with FDEM for support and assumption of debris contracts.
- + Provide tutorials/technical assistance and coordination with state and federal grant portals.
- + Provide guidance and advice on cost effective hazard mitigation opportunities as defined by FEMA policy.
- + Develop tools to assist with the tracking and managing of costs (i.e., equipment records, 214s, materials, contracts).
- + Assist the Town in reviewing insurance policies for properties impacted by Hurricane Ian and ensure future Obtain & Maintain requirements are within FEMA policy/guidelines.
- + Assist the Town in identifying waterfront re-development strategies and urban planning.

Our team is very closely involved in the Town’s current recovery cycle and is intimately familiar with all aspects of their journey through the FEMA Public Assistance process. We firmly believe that selecting Tidal Basin as the Town’s Disaster Recovery consultants will foster a productive path to community recovery.

Developing a Re-Opening Strategy for Times Square

With tourism as one of the primary sources of income for the Town of Fort Myers Beach, it is critical for local businesses to re-open. Tidal Basin understands that recovery from Hurricane Ian must include a re-opening strategy, specifically for the Times Square area. This will not only signal an “Open of Business” status but also shows the rising of a community from a devastating event. Tidal Basin will:

- + Determine the improvement goals of the Town for the Times Square area.
- + Create a survey and other outreach programs to engage the community and create a whole community planning approach.
- + Provide a subject matter expert with experience and expertise in urban planning as needed.
- + Provide planning specialists, technology advisors, park and recreation experts and engineers to create a master plan of improvements for the Times Square area as needed.
- + Identify mitigation strategies that can be applied to minimize future disaster effects.
- + Identify grants and other potential funding sources.
- + Establish a re-construction leadership team including a project manager, key agency, and stakeholder representatives, develop milestone schedule for deliverables, and set a schedule for leadership meetings.

Coastal Engineering and Beach Preservation

The Tidal Basin team understands the importance of the coastline to the Fort Myers Beach community. Part of the Tidal Basin experience is the availability of resources to help the Town of Fort Myers Beach improve and preserve this valuable natural resource. Tidal Basin can provide the town with the following services:

- + Assemble a team of interdisciplinary engineering professionals focused on improving coastal structures.
- + Provide consultation and engineering on water-related issues, beach nourishment, shore protection and erosion control, planning, management and environmental challenges.
- + Assess the condition of the sea wall and mooring field.
- + Design and engineering for waterfront recreational facilities.
- + Mitigation strategies to minimize the effects of future disasters.

Restoring and Improving Local Parks and Recreation Facilities

Residents and visitors of Fort Myers Beach enjoy the availability of recreational facilities in town. These facilities add to the draw and value of staying in Fort Myers Beach which gives reason why these projects are an important piece for the reopening of Fort Myers Beach. The Tidal Basin team offers engineering and design resources to perform the restoration and improvement of the Bay Oaks Recreational Center, The Mound House, Newton Park, and Bayside Park by performing the following:

- + Determine the improvement goals of the Town.
- + Create a survey and other outreach programs to engage the community and create a whole community planning approach.
- + Provide a subject matter expert with experience and expertise in urban planning as needed.
- + Provide planning specialists, technology advisors, park and recreation experts and engineers to create a master plan as needed.
- + Identify mitigation strategies that can be applied to minimize future disaster effects.
- + Identify grants and other potential funding sources.
- + Establish a re-construction leadership team including a project manager, key agency, and stakeholder representatives, develop milestone schedule for deliverables, and set a schedule for leadership meeting.

Section 6: Cost

On the following page, Tidal Basin provides our Cost Proposal.

Please note, as an added benefit to the Town of Fort Myers Beach, we provide our Engagement Manager at no cost.

Form 1 – Price SheetNAME OF CONSULTANT Tidal Basin Government Consulting, LLCProposal Number RFP-23-07-AD**SCHEDULE OF PROPOSED PRICES/RATES**

Position	Hourly Rate*
Subject Matter Expert (SME)	\$ 185.00
Project Manager	\$ 195.00
Assistant Project Manager	\$ 165.00
Senior Grant Specialist	\$ 155.00
Grant Specialist	\$ 125.00
Damage/Safety Inspector	\$ 189.75
EOC Support	\$ 165.00
Sr. Engineer	\$ 247.25
Engineer	\$ 155.25
Jr. Engineer	\$ 132.25
EHP Specialist	\$ 185.00
Cost Estimator	\$ 185.00
GIS Specialist	\$ 155.00
Admin. Assistant	\$ 75.00
Anticipated Total NTE	\$ N/A Per 12/22/22 Addendum

2

*Travel expenses such as lodging and per diem, should not be part of the hourly rates above, and will follow guidelines established by the US General services Administration (GSA) applicable rates for the area.

Appendix

- + Resume-Bill Slater
- + Proof of Insurance (Tidal Basin)
- + Business Licenses:
 - › Tidal Basin
 - › Woolpert
 - › Taylor Engineering
- + Certificates of Good Standing:
 - › Tidal Basin
 - › Woolpert
 - › Taylor Engineering

Bill Slater

VICE PRESIDENT OF RECOVERY

EDUCATION

- MA, Emergency and Disaster Management American Public University
- BA, Communications & Public Relations, Ithaca College School of Communications, Ithaca, NY

AREAS OF EXPERTISE

- Alternate Projects
- Closeout
- Disaster Planning
- EOC Experience
- FEMA Public Assistance

PROFESSIONAL HISTORY

Tidal Basin Government Consulting

Various Positions

November 2012 - Present

Navarro Research and Engineering

Instructor – CTOS/DHS

January 2014 - Present

Mutualink

Implementation Manager

December 2015 – May 2016

PROFILE

As an emergency management professional, law enforcement officer, fire fighter, and emergency medical technician, Mr. Slater has extensive experience as a disaster professional and emergency response volunteer. His more than 20 years of law enforcement experience includes supervisory roles that eventually led to his assignment as a station commander. He served at the “ground zero” New York City Mayor’s command post following the September 11, 2001, World Trade Center Terrorists Attacks in support of the rescue and recovery efforts. He was subsequently selected by the New York State Office of Emergency Management as a member of the initial cadre of New York State’s Type II All-Hazards Incident Management Team. Mr. Slater is a certified trainer, providing instruction in police, fire, and emergency management related curriculum for more than 18 years. As a trainer at the New York State Police Academy, his responsibilities also included oversight of other instructors. Mr. Slater is currently serving Tidal Basin as the Vice President of Recovery.

RELEVANT EXPERIENCE

Alaska State Card Street and Sockeye Wildfires

Tidal Basin provided support to the State of Alaska in their recovery from the wildfires of 2015. Nearly 800,000 acres burned destroying numerous private residences and damaging critical infrastructure. TB provided estimators, verifiers and claims specialists to assist the State in the management of their disaster recovery process. Slater served as the project manager for this deployment and led a team of 20 personnel to assist the State of Alaska.

Florida 4337-DR-FL, Hurricane Irma, FL

Leads a team of professionals providing guidance to multiple clients in the Florida Keys, the area most severely impacted by Hurricane Irma. Mr. Slater was on the ground within three days of landfall working with local municipalities in their Emergency Operations Centers and he continues to provide programmatic and grants management guidance to multiple municipalities affected by this large-scale event.

Hawaii 4282-DR-HI, Severe Storms, Flooding, Landslides, and Mudslides

Tidal Basin deployed consultants to the State of Hawaii to aid with the recovery from flash flooding associated with unusually heavy rains. Mr. Slater served as the Deputy to the State Public Assistance Branch Chief providing guidance to the State and their recovery.

Hawaii 4201-DR-HI, Pu'u O'o Eruption

Tidal Basin again deployed consultants to assist the State of Hawaii with a category A disaster in response to the Pu'u O'o eruption and resulting lava flow. Extraordinary emergency protective measures were taken to protect critical infrastructure and entire communities. Slater helped guide the state through this unusual response and the resulting \$10 million recovery.

Hawaii 4194-DR-HI, Tropical Storm Iselle

Tidal Basin deployed consultants to the state of Hawaii to assist with the recovery from Tropical Storm Iselle. Mr. Slater served as the Deputy to the State Public Assistance Branch Chief providing guidance to the State and their \$5 million recovery.

New York State: 4085-DR-NY, Hurricane Sandy

Adjusters International has deployed more than 200 consultants to work on behalf of New York State in response to Hurricane Sandy, the second costliest hurricane in United States history. Slater served as a Public Assistance Group Supervisor working with a team of 50 to 60 and coordinating the efforts of the Task Force Leaders. During this engagement he was also involved in the recoveries of several applicants including the City of Long Beach and Long Beach City School District.

Federal Emergency Management Agency: Disaster Assistance Employee

Slater served as a member of the FEMA Region II Disaster Assistance Employee cadre, as an operational specialist and external affairs field specialist. As a member of this team, he has responded to federally declared disasters and worked in joint field offices completing a variety of assignments. New York State Incident Management Assistance & New York State FEMA Region II All-Hazards IMAT Teams

These Teams are deployed to areas overwhelmed by disasters and provide support to local emergency operations Centers (EOC). As a team member, Slater was deployed to assist the State of Florida, with hurricanes Charley, Francis and Ivan, the State of Mississippi after Hurricane Katrina and the State of Louisiana after Hurricane Gustav. As part of the team, Slater served as the Information Officer within the logistics unit and was responsible for monitoring information, and the development and release of information to stakeholders and media.

New York State: 4020-DR-NY, Hurricane Irene

As a member of the FEMA Region II All-Hazards IMAT team, Slater was forward deployed to assist Schoharie County to provide command and operations support to the local government efforts. The team established an EOC and provided extensive support to the local external affairs officer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gilroy Kernan & Gilroy 210 Clinton Rd New Hartford NY 13413		CONTACT NAME: PHONE (A/C, No, Ext): 315-768-8888 E-MAIL ADDRESS: Service@gkgrisk.com		FAX (A/C, No): 315-768-8600
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Federal Insurance Co.		20281
		INSURER B : Westchester Fire Insurance Co		10030
		INSURER C : ACE American Ins Co		22667
		INSURER D : Crum & Forster Insurance Company		44520
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 964245986**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	36062962	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	73618689	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	78185002	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	7176-83-24	6/6/2022	6/6/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C D	E&O Cyber Excess Cyber			G27459298 008 F14612439 003 EOL237270	6/1/2022 12/18/2021 12/18/2021	6/1/2023 12/18/2022 12/18/2022	E&O Cyber Excess Cyber 5M/5M 5M/5M 5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Fort Myers Beach is listed as Additional Insured on a primary and non-contributory basis. Waive of Subrogation applies. 30 days cancellation notice applies.
RFP-23-07-AD

CERTIFICATE HOLDER**CANCELLATION**

Town of Fort Myers Beach
Attention: Town Clerk
2525 Estero Blvd
Fort Myers Beach FL 33931

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Detail by Entity Name

Foreign Limited Liability Company

TIDAL BASIN GOVERNMENT CONSULTING, LLC

Filing Information

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Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	11/24/2014
Event Effective Date	NONE

Principal Address

126 BUSINESS PARK DRIVE
UTICA, NY 13502

Changed: 04/16/2021

Mailing Address

126 BUSINESS PARK DRIVE
UTICA, NY 13502

Changed: 04/16/2021

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 11/24/2014

Address Changed: 11/24/2014

Authorized Person(s) Detail

Name & Address

Title Manager, CEO

Craig, Daniel A
675 N. Washington Street
Suite 400
Alexandria, VA 22314

Title Manager, AVP

SLATER, BILL
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, SVP, CDO

CASTILLO, CARLOS
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, AVP

SARDELLI, FRANK
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

SCOTT, GORDON
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

STICKLER, HEATHER
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, Asst. Secretary, Asst. Treasurer

GIBSON, JANES CLAY
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

AGOSTINO, JOHN
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

NICHOLS, LORI
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, Asst. Secretary, Asst. Treasurer, VP

SUPPA, MARIA
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, SVP, COO

MISCZAK, MARK
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

GORDON, MELISSA
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

MATTHEWS, MOLLIE
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, Chairman

CUCCARO, RONALD A.
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, AVP

MANEK, SHEILA
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

MURPHY, STEPHANIE
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, President, Secretary, Treasurer

SURACE, STEPHEN T.

126 BUSINESS PARK DRIVE
UTICA, NY 13502

Annual Reports

Report Year	Filed Date
2020	01/23/2020
2021	04/16/2021
2022	04/14/2022

Document Images

04/14/2022 -- ANNUAL REPORT	View image in PDF format
04/16/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
01/29/2019 -- ANNUAL REPORT	View image in PDF format
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04/23/2017 -- ANNUAL REPORT	View image in PDF format
04/11/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
11/24/2014 -- CORLCRACHG	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
08/23/2011 -- ANNUAL REPORT	View image in PDF format
02/01/2010 -- Foreign Limited	View image in PDF format

Licensee Details

Licensee Information

Name: **WOOLPERT, INC. (Primary Name)**
Main Address: **4454 IDEA CENTER BOULEVARD
DAYTON Ohio 45430**

License Mailing: **4454 IDEA CENTER BOULEVARD
ATTN: COLINDA SHIELDS
DAYTON OH 45430-1500**

LicenseLocation:

License Information

License Type: **Registry**
Rank: **Registry**
License Number: **7685**
Status: **Current**
Licensure Date: **03/28/1997**
Expires:

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Licensee

Name: **WOOLPERT, INC.** License Number: **7685**
 Rank: **Registry** License Expiration Date:
 Primary Status: **Current** Original License Date: **03/28/1997**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
71896	Current, Active	GODFREY, STEVEN B	Registry	01/23/2015	Professional Engineer	02/28/2023

Page 1 of 1

Printer Friendly[Return to License Details](#)**Related License Search**

License Type

First Name Last Name

License Number

Expiration Date

From To

.....

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Licensee

Name: **GODFREY, STEVEN B.** License Number: **71896**
 Rank: **Professional Engineer** License Expiration Date: **02/28/2023**
 Primary Status: **Current** Original License Date: **09/27/2010**
 Secondary Status: **Active**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
7685	Current	WOOLPERT, INC.	Registry	01/23/2015	Registry	

Page 1 of 1

Printer Friendly[Return to License Details](#)**Related License Search**

License Type 
 First Name Last Name
 License Number
 Expiration Date
 From  To 

.....

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



Department of Business
& Professional Regulation

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[Find Exam Information](#)

[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity
List Search](#)

LICENSEE DETAILS

4:04:52 PM 5/26/2022

Licensee Information

Name:	TAYLOR ENGINEERING, INC. (Primary Name)
Main Address:	10199 SOUTHSIDE BLVD SUITE 310 JACKSONVILLE Florida 32256
County:	DUVAL

License Information

License Type:	Registry
Rank:	Registry
License Number:	4815
Status:	Current
Licensure Date:	10/05/1987
Expires:	

State of Florida

Department of State

I certify from the records of this office that TIDAL BASIN GOVERNMENT CONSULTING, LLC is a District of Columbia limited liability company authorized to transact business in the State of Florida, qualified on February 1, 2010.

The document number of this limited liability company is M10000000434.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on April 14, 2022, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of August,
2022*




Secretary of State

Tracking Number: 5400732025CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that WOOLPERT, INC. is an Ohio corporation authorized to transact business in the State of Florida, qualified on September 27, 2004.

The document number of this corporation is F04000005579.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on April 23, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of February,
2021*



Randy Be
Secretary of State

Tracking Number: 3885789645CU

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<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that TAYLOR ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 1987.

The document number of this corporation is J90839.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 3, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2022*



Ronald R. De
Secretary of State

Tracking Number: 0586993130CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

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A PROPOSAL FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES FOR INCIDENTS AND EVENTS

WITT O'BRIEN'S
PART OF THE AMBIPAR GROUP



SECTION 1:

Title Page

1. TITLE PAGE

Proposal in Response to RFP 23-07-AD:

DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES FOR INCIDENTS AND EVENTS

Submitted to:

Town of Fort Myers Beach
2525 Estero Blvd
Fort Myers Beach, FL 33931

Submitted by:

Witt O'Brien's, LLC
818 Town & Country Blvd.
Suite 200
Houston, TX 77024
281-320-9796 | www.wittobriens.com

Contact for Proposal Correspondence:

If you have any questions about our proposal or require additional information about our services or firm, please contact Rachel Ingle at 512-777-8400 or ringle@wittobriens.com and cc: contractrequests@wittobriens.com.

Authorizing Official:

Cheryl Detillieu Joiner, CPCM – Director, Contracts & Compliance
281-606-4721 o | 281-320-9700 f | cjoiner@wittobriens.com
cc: contractrequests@wittobriens.com



SECTION 2:

Cover Letter

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S
PART OF THE **AMBIPAR** GROUP



2. COVER LETTER

December 27, 2022

Yadzia Roa, Contracts Manager
Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

RE: Disaster Recovery and Mitigation Consulting Services for Incidents and Events, RFP-23-07-AD

Dear Ms. Roa and the Selection Committee:

Witt O'Brien's appreciates the opportunity to submit our proposal to serve as the disaster recovery and mitigation consultant for the Town of Fort Myers Beach (the Town). The Town is seeking services to obtain the maximum amount of grant funding from FEMA Public Assistance (PA) and other federal programs to rebuild and recover from the devastating effect of Hurricane Ian as well as from future events.

Witt O'Brien's brings more than two decades of experience integrating multiple funding streams and program opportunities under a single contract, with the knowledge, understanding, and relationships key to maximizing available funding. As a global leader in crisis and emergency management, we have helped our clients justify, secure, and utilize more than \$70 billion in disaster recovery funding across the full spectrum of available sources for some of the nation's most devastating and costly disasters.

We understand the Town is in the process of planning and executing a comprehensive recovery program for current and future incidents. The scope of services outlined by the RFP encompass precisely who we are and what we do – and we are uniquely positioned to successfully assist the Town for the following distinctive reasons:

- ***We understand the Town's recovery and rebuilding vision.*** While the Town's main focus is recovering from Hurricane Ian, the Town is also looking to address community issues pertaining to land use planning, traffic studies, lighting of public areas, community development, rezoning, affordable housing, and beach protection. We can assist you in developing a centralized and transparent grants management solution that allows you to optimize federal funds to improve your local economy and the quality of life of your residents.
- ***We have the skills and capacity to deliver.*** Our team has led emergency management/disaster preparedness, response, recovery, and hazard mitigation programs as public servants—at the Recipient and Subrecipient levels—before becoming consultants. To complement our grants management expertise, we have partnered with Stantec, which brings skills in land use planning, community development, and coastal resilience planning. Coupled with our large cadre of experts, the Witt O'Brien's team can scale to meet any of your needs, no matter how complex.
- ***We can maximize funding and grants opportunities.*** Our team of recognized industry experts includes former senior FEMA officials, state emergency management directors, city managers, local emergency managers, and credentialed disaster recovery experts. Of the 24 federal grants funding agencies, we have staff with experience in all of them. Our solutions are

directly informed by our FEMA and other agency policy knowledge, yielding the ability for clients to harness every dollar possible.

- ***We know how to navigate Florida's response and recovery framework.*** Beginning with Hurricane Frances' impact on Central/South Florida in 2004, Witt O'Brien's has embarked on a long, significant history of supporting Applicants through the FEMA process throughout the State of Florida. We have supported communities and organizations across the state, including the Broward County School District, Clay, Hardee, Hernando, Hillsborough, Indian River, Marion, Pinellas, Putnam, and St. Johns counties, and many municipalities on previous emergency response and recovery engagements.

Our response is based on the terms set forth in the RFP and all amendments thereto posted on the DemandStar website as of December 27, 2022. We will be responsible for monitoring the website for subsequent amendments and for either maintaining, amending, or withdrawing the response prior to December 27 based on those subsequent amendments. As per Addendum #1, we acknowledge receipt of Attachment C and Attachment E. Our FEIN is 27-2783923.

The Witt O'Brien's team appreciates your time and consideration and stands ready to assist the Town. We reserve the right to negotiate terms and conditions applicable to any final Agreement and, if selected, will negotiate in good faith with the Town to enter into a mutually agreeable formal written Agreement.

Our principal contact for this proposal is Rachel Ingle, CEM – Acting Practice Lead, Infrastructure Services. If you have any questions about our proposal submission or our capabilities or qualifications, she can be reached at 512-777-8400 or ringle@wittobriens.com, with a copy to contractrequests@wittobriens.com

Respectfully,
Witt O'Brien's, LLC

Cheryl Joiner

Cheryl Detillieu Joiner, CPCU
Director, Contracts & Compliance



SECTION 3:

Required Forms

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S
PART OF THE **AMBIPAR** GROUP

CONFLICT OF INTEREST CERTIFICATE

BUSINESS REFERENCES – LOCATED IN “SECTION 5: STATEMENT OF QUALIFICATIONS, EXPERIENCE”

ACKNOWLEDGEMENT OF ADDENDUM

ATTACHMENT F – INDEMNIFICATION

FEDERAL FORM 1

FEDERAL FORM 2



ADDENDUM TO CONTRACT DOCUMENTS

ITB-23-07-AD

Addendum No.: 1

CONTRACT/PROJECT NAME: Disaster Recovery and Mitigation Consulting
Services for Incidents and Events

DATE OF ISSUE: December 22, 2022

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

Clarifications

Disregard the “ Anticipated Total NTE” amount under the
Schedule of Proposed Prices/Rates

Questions

The following questions were received:

Q: Is there an incumbent?

A: **Yes, there is.**

Q: If there is an incumbent, can the Town provide the rates?

A: **The current incumbent was brought in by a third party.**

Q: Is this for active work or is it a standby contract?

A: **This is for both active work and standby.**

Q: Section 1.4, Minimum Requirements for Contractor, Items 2 and 4 (Page 3) requires that respondents provide a list of organizations and point of contact for 3 years of experience. Given that our firm has worked many such projects over this time period, can we provide points of contacts for just the most relevant projects (e.g., recent projects or just those in Florida)?

A: Yes, you can provide points of contacts for the most relevant projects.

Q: RFP Section 2.3, "Format/Content of Responses", item H (Page 6) states that "price offerings shall be inclusive of all costs." However, Form 1 (Price sheet), Page 42, indicates that "Travel expenses such as lodging and per diem should not be part of the hourly rates above." Please confirm that the hourly rates provided on the price sheet will include overhead and fee, but that travel expenses can be billed separately at cost with no markup in accordance with FEMA guidelines.

A: Travel expenses must follow the FEMA guidelines.

Q: Form 1 (Price sheet), Page 42, indicates a line item for "Anticipated Total NTE." Given that only hourly rates are being provided (and not level of effort), please confirm that we may leave that line blank.

A: Please see the clarification above.

Q. Can the Town please confirm which forms are required for 3: Attachments? C & E show as "required" but there are no options for signature.

A. Acknowledgement of those can be mentioned in the cover letter.

Q. Section 3: Experience : *"Provide a list of completed projects that are similar in nature and scope with references to include a contact person, position, email address and telephone number. The points of contact listed in this section will be selected at random for Section 5: References."* Section 5 per the RFP is to be titled "Other Information." Is there a business reference form that is to be included? If so, will the Town be providing that?

A. There is no reference form, the Town does not have a reference form

Q. Section 4, Proof of Minimum Requirements, Sub-Grantee Experience states to provide *"Three years of documented experience within the last five years working with sub-grantees..."* Is the Town seeking three years or 5 years of experience?

A. The Town is seeking documented experience within the last five years.

Q. Attachment C – Required Federal Affirmative Steps & Attachment E Federal Funding Provision are both listed as "require forms" but do not have a signature line. Can the firm's "acknowledgement" of the terms set forth in the RFP in our cover letter suffice as acknowledgment of those forms for our response?

A. Acknowledgement of those forms can be mentioned in the cover letter.

Q. Can our response include additional positions under "Form 1 – Price Sheet" for the Town consideration to assist with any long term economic recovery needs in the future?

A. Yes, the firm can include additional positions.

Q. Under Form 1 – Price Sheet the town is requesting a “Not to Exceed Amount.” This is difficult to do not knowing the Town’s current damage estimates. Will the town accept the following response: “5% of total damages, or to be negotiated based on award and Town’s desired needs”?

A: Please see the clarification above.

Please Print _____ Witt O'Brien's, 281-320-9796

Company Name & Phone Number

Cheryl Joiner

Signature

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202

Attachment F INDEMNIFICATION

APPLICANT shall hold harmless, indemnify, and defend the Town of Fort Myers Beach and the town's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, ~~without limitation, any and all~~ claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, ~~whether arising out of or incidental~~ to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. ~~Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and~~

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly ~~or indirectly out of any allegation that~~ from the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its obligation under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Federal Form 1

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name Project Name Town of Fort Myers Beach, Disaster Recovery & Mitigation Consulting Services

Title Project Number RFP-23-07-AD

Firm Tax ID Number 27-2783923

Street Address 818 Town & Country Blvd, Ste 200 DUNS Number 962763277

The town, State, Zip Houston, TX 77024

Signature Cheryl Joiner

Date 12/22/2022

Federal Form 2
CERTIFICATION REGARDING LOBBYING

The undersigned (Vendor/Contractor) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor/Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Witt O'Brien's, LLC

Contractor (Firm Name)

Cheryl Joiner

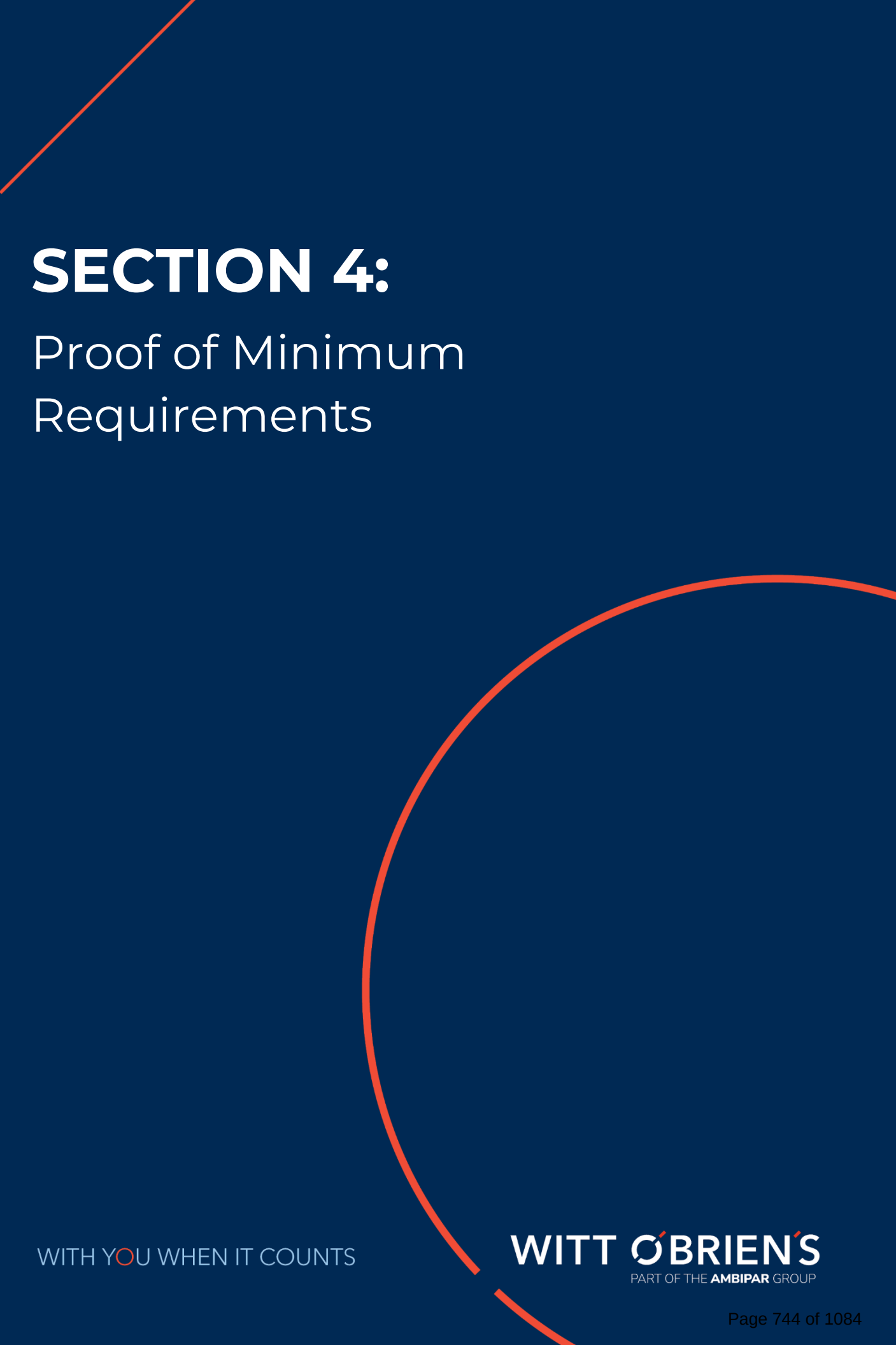
Signature of Contractor's Authorized Official

Director, Contracts and Compliance

Name and Title of Contractor's Authorized Official

12/22/2022

Date

A decorative orange line starts from the top left corner and extends diagonally. A large orange arc starts from the bottom right and curves upwards and to the left, framing the text.

SECTION 4:

Proof of Minimum Requirements

1. The Contractor shall provide current proof of all business licenses required by local, state, and federal law as applicable.

Witt O'Brien's is registered to do business in, and is in good standing with, the State of Florida. The State of Florida, Department of State Certificate is located at the end of this Section.

2. Three years of documented experience working under the requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act including the authorized alternative procedures for the FEMA Public Assistance Program in grantee or sub-grantee management and administration of State and FEMA Public Assistance Grant Programs. Provide a list of organizations and a point of contact for each.

Exhibit 1 presents a comprehensive list of our FEMA PA clients in Florida within the past three years, including their contact information. **Exhibit 2** presents additional FEMA PA clients in other states. As noted in response to Question 4 below, we also provide Section 406 hazard mitigation services for many of these clients.

Exhibit 1: Witt O'Brien's Clients in Florida for FEMA PA Services

Client	State	Point of Contact	Period of Performance
Bay Medical Center Board of Trustees	FL	Dan Morgan, Project Manager Office: 850-818-0564 / Cell: 850-832-5010 dmorgan@bayhealthfoundation.com	1/19 - 1/23
Charlotte County	FL	Zinnia Vargas, Senior Division Manager Office: 941-764-4990 zinnia.vargas@charlottecountyfl.gov	12/22 - 12/23
Clay Electric Coop	FL	Mark Maxwell, CFO Office: 800-224-4917 mmaxwell@clayelectric.com	8/19 - 8/23
Coral Gables, City of	FL	Diana Gomez, Director Office: 305-446-6800 finance@coralgables.com	3/20 - 5/23
Coral Springs, City of	FL	Alex Falcone, Director Office: 954-346-1280 afalcone@coralsprings.org	5/20 - 5/23
Davie, Town of	FL	William Ackerman, Director Office: 954-797-1050 wackerman@davie-fl.gov	9/17 - 9/27
Doral, City of	FL	Solangel Perez, Assistant Director Office: 305-593-6725 Ext. 4009 solangel.perez@cityofdoral.com	2/21 - 2/23

Exhibit 1: Witt O'Brien's Clients in Florida for FEMA PA Services

Client	State	Point of Contact	Period of Performance
Edgewater, City of	FL	James Buresh, Finance Accountant Office: 386-424-2400 ext. 1321 jburesh@cityofedgewater.org	10/19 - 10/23
Fernandina Beach, City of	FL	Ty Silcox, Fire Chief Office: 904-277-7331 tsilcox@fbfl.org	6/21 - 7/23
Gainesville Regional Utilities	FL	James Lennon, Senior Analyst Office: 352-393-1335 / Cell: 352-262-9266 LennonJ1@gru.com	12/21 - 12/24
Gainesville Regional Utilities	FL	Michael Dybeveck, Utility Project Leader Office: 352-727-2391 dybeveckmh@gru.com	12/21 - 12/24
Hernando County	FL	Helen Gornes, Grants Compliance Specialist Office: 352-540-6662 hgornes@co.hernando.fl.us	8/19 - 8/23
Indian River County	FL	Kristen Daniels, Director Office: 772-226-1214 kdaniels@ircgov.com	8/22 - 8/27
Key Biscayne, Village of	FL	Eric Lang, Fire Chief Office: 305-365-8988 elang@keybiscayne.fl.gov	4/22 - 4/25
Lauderdale-by-the-Sea, Town of	FL	Lucila Lang, Finance Director Office: 954-640-4206 lucilal@lbts-fl.gov	9/20 - 9/25
North Broward Hospital District	FL	Eric Pena, Emergency Management Director Office: 954-712-3934 / Cell: 954-712-3934 Epena@BrowardHealth.org	8/22 - 8/25
North Lauderdale, City of	FL	Kelly Schwartz, Director Office: 954-597-4714 kschwartz@nlauderdale.org	8/15 - 8/25
Oakland Park, City of	FL	Andrew Thompson, Director of Finance Office: 954-630-4203 AndrewT@oaklandparkfl.gov	8/22 - 8/25
Ocala, City of	FL	Peter Brill, Assistant Director Office: 352-629-8250 / Cell: 352-598-7245 pbrill@ocalafl.org	1/22 - 7/23

Exhibit 1: Witt O'Brien's Clients in Florida for FEMA PA Services

Client	State	Point of Contact	Period of Performance
Orlando, City of	FL	Jose Fernandez, Grants Manager Office: 407-246-2165 jose.fernandez@orlando.gov	6/17 - 12/22
Pinellas County	FL	Fredricka Collins, Manager Office: 727-464-4887 fcollins@pinellascounty.org	1/20 - 1/25
Plantation, City of	FL	Carole Morris, Assistant City Administrator Office: 954-797-2210 CMorris@Plantation.org	7/16 - 7/23
Pompano Beach, City of	FL	Kimberly Cristiano, Emergency Manager Office: 954-545-7799 / Cell: 954-242-0565 kimberly.spill-cristiano@copbfl.com	9/20 - 9/25
Ponce Inlet	FL	Kim McColl, Director Office: 386-236-2150 kmccoll@ponce-inlet.org	9/21 - 7/23
School Board of Broward County	FL	Toni Barnes, Emergency Manager Office: 754-321-3538 / Cell: 954-240-5957 toni.barnes2@browardschools.com	6/20 - 5/23
Seminole County	FL	Davison Heriot, Financial Manager Office: 407-665-7177 dheriot@seminolecountyfl.gov	5/20 - 5/23
South Broward Hospital District	FL	John Kulhanjian, Project Manager Office: 954-265-5683 / Cell: 954-931-9951 jkulhanjian@mhs.net	8/19 - 8/23
Southwest Ranches, Town of	FL	Emil Lopez, Financial Administrator Office: 954-434-0008 Ext.7473 elopez@southwestranches.org	9/21 - 9/27
St. Augustine, City of	FL	Corey Sakryd, Deputy Director Office: 904-209-4306 / Cell: 321-499-0356 csakryd@citystaug.com	8/21 - 9/23
Tampa, City of	FL	Michael Perry, Manager Office: 813-274-8211 michael.perry@tampagov.net	9/22 - 9/25

Exhibit 2: Witt O'Brien's FEMA PA Clients Outside of Florida

Client	State	Period of Performance
Alabama Emergency Management Agency	AL	4/21 - 3/23
Jefferson County	AL	5/20 - 9/23
Beverly Hills, City of	CA	7/22 - 6/25
Santa Clara, City of	CA	6/20 - 6/23
Archbold Medical Center	GA	4/20 - 4/23
Savannah, City of	GA	4/21 - 4/23
Upson Regional Medical Center	GA	4/20 - 9/23
Pottawattamie County	IA	6/20 - 12/22
Kansas, State of	KS	6/21 - 12/22
Port of South Louisiana	LA	3/22 - 3/23
Erickson Living	MD	7/20 - 3/23
Pine Knolls Shores, Town of	NC	5/21 - 5/23
University of North Carolina System	NC	4/20 - 12/22
North Dakota, State of	ND	1/20 - 1/23
New Jersey, State of	NJ	1/16 - 12/20
East Dover Fire Company #4	NJ	9/19 - 5/23
Englewood Housing Authority	NJ	11/21 - 11/22
Toms River Fire	NJ	3/15 - 3/23
Toms River, Township of	NJ	5/19 - 3/23
Albany Medical Center	NY	4/20 - 4/23
Amsterdam Continuing Care Health System	NY	9/20 - 2/23
Amsterdam Nursing Home	NY	6/20 - 5/23
Cobble Hill Health Center	NY	5/22 - 5/23
Miriam Osborn Memorial Home Assoc	NY	6/20 - 12/22
Rebekah Rehab & Extended Care Center	NY	6/21 - 1/23
Rebekah Rehab Assisted Living Program	NY	7/21 - 1/22
Richmond University Medical Center	NY	4/20 - 12/22
St. Luke Health Services	NY	11/20 - 5/23
Suffolk County	NY	7/20 - 12/22
VillageCare	NY	5/21 - 12/22
Consumers Power Inc.	OR	1/21 - 1/23
Delaware County	PA	6/20 - 12/22
Montgomery County	PA	1/22 - 7/23
Upper Dublin Township	PA	3/22 - 7/23
Tennessee Emergency Management Agency	TN	9/22 - 9/25
Galveston County Health District	TX	8/21 - 2/23
University of Texas Medical Branch	TX	1/09 - 12/22

Exhibit 2: Witt O'Brien's FEMA PA Clients Outside of Florida

Client	State	Period of Performance
Virgin Islands Public Finance Authority	USVI	11/17 - 11/22
Norfolk, City of	VA	4/22 - 7/23
King County	WA	9/20 - 6/24
Snohomish County	WA	9/21 - 12/22

3. Three years of documented experience within the last five years working with subgrantees with a damage claim more than \$25,000,000 or of similar projects of size and scope to the Town. Provide a list of organizations and a point of contact for each.

Exhibit 3 presents current projects for which Witt O'Brien's has assisted subrecipients with damage claims greater than \$25 million.

Exhibit 3: Witt O'Brien's Large Damage Claim Projects

Sub Grantee Client	State	Disaster	Point of Contact	Damage Claim Amount Managed	Period of Performance
Virgin Islands Housing Authority	USVI	Hurricane Irma Hurricane Maria	Lydia Pelle, CFO Office: 340-713-2351 Cell: 340-690-4794 lpelle@vihousing.org	\$240 million	11/17 - Present
USVI Department of Public Works	USVI	Hurricane Irma Hurricane Maria	Nelson Petty, Commissioner (Retired) Office: 340-690-5874 nelson.petty@outlook.com	\$500 million	11/17 - Present
Bay Medical Center	FL	Hurricane Michael	Dan Morgan, Manager Office: 850-818-0564 dmorgan@bayhealthfoundation.com	\$124 million	1/19 - Present
Upper Dublin Township	PA	Hurricane Ida	Jonathan Bleemer, Manager Office: 215-643-1600 Ext.3222 bleemer@upperdublin.net	\$34 million	3/22 - Present

4. Three years of documented experience working with FEMA Section 404 Hazard Mitigation Grant Program (HMGP) and FEMA Section 406 Public Assistance Program funds. Provide a list of organizations and points of contact for each.

Exhibit 4 presents the clients in Florida and other states for whom we have provided Section 406 mitigation services as part of our overall PA services in the past 3 years. The Florida contacts can be found in **Exhibit 1** above. **Exhibit 5** presents our Section 404 HMGP clients in the past three years.

Exhibit 4: Witt O'Brien's PA Clients for Section 406 Mitigation Services

Client	State	Period of Performance
Alabama Emergency Management Agency	AL	4/21 - 3/23
Santa Clara, City of	CA	6/20 - 6/23
Bay Medical Center Board of Trustees	FL	1/19 - 1/23
Clay Electric Coop	FL	8/19 - 8/23
Coral Springs, City of	FL	5/20 - 5/23
Doral, City of	FL	2/21 - 2/23
Edgewater, City of	FL	10/19 - 10/23
Fernandina Beach, City of	FL	6/21 - 7/23
Gainesville Regional Utilities	FL	12/21 - 12/24
Oakland Park, City of	FL	8/22 - 8/25
Orlando, City of	FL	6/17 - 12/22
Ponce Inlet	FL	9/21 - 7/23
Seminole County	FL	5/20 - 5/23
Wakulla County	FL	7/19 - 7/22
Port of South Louisiana	LA	3/22 - 3/23
Erickson Living	MD	7/20 - 3/23
Pine Knolls Shores, Town of	NC	5/21 - 5/23
North Dakota, State of	ND	1/20 - 1/23
East Dover Fire Company #4	NJ	9/19 - 5/23
Toms River, Township of	NJ	5/19 - 3/23
Albany Medical Center	NY	4/20 - 4/23
Amsterdam Nursing Home	NY	6/20 - 5/23
Bishop's Commons	NY	1/21 - 1/23
Miriam Osborn Memorial Home Assoc	NY	6/20 - 12/22
Rebekah Rehab & Extended Care Center	NY	6/21 - 1/23
Rebekah Rehab Assisted Living Program	NY	7/21 - 1/22
St. Luke Health Services	NY	11/20 - 5/23
Suffolk County	NY	7/20 - 12/22
VillageCare	NY	5/21 - 12/22
Upper Dublin Township	PA	3/22 - 7/23
University of Texas Medical Branch	TX	1/09 - 12/22

Exhibit 5: Witt O'Brien's Clients for Section 404 HMGP Services

FEMA Hazard Mitigation Grant Program (HMGP) Clients	State	Point of Contact	Period of Performance
United States Virgin Islands	USVI	Adrienne Williams-Octalien, Director Office: 340-778-8135 awilliams@usvipfa.com	2017 - Present
University of Texas Medical Branch	TX	Steve LeBlanc, PE, Associate VP Business Operations & Facilities Risk Management Office: 409-772-3586 sjleblan@utmb.edu	2008 - Present
Alabama Emergency Management Agency	AL	Michael Johnson State Hazard Mitigation Officer Office: 205-541-3723 Michael.Johnson@ema.alabama.gov	2022 - Present
Fernandina Beach	FL	Andre Desilet, PE, Stormwater Manager Office: 904-310-3431 adesilet@fbfl.org	2017 - Present
Toms River, City of	NJ	Paul Daley, OEM Coordinator Office: 732-341-3267 pdaley@trpolice.org	2017 - Present
Gloucester County	VA	George Bains, County Administrator Office: 804-693-4042 gbains@gloucesterva.info	2022 - Present

5. The Consultant or Firm will provide resumes for the Project Manager/team that will be assigned to the Town of Fort Myers Beach for review and approval.

In Section 5 (Statement of Qualifications), we present our proposed organization chart and bios for all proposed staff. These staff are representative of our team's qualifications and additional staff with similar skillsets will be available as needed. Resumes are provided in **Appendix A**.

6. The Consultant or Firm must have the ability to obtain and maintain liability insurance as required by the Town of Fort Myers Beach and must submit with their response, a signed affidavit from their insurance provider stating they can provide all required coverage at the levels required by the RFP.

Our Certificate of Insurance is provided at the end of this Section.

State of Florida

Department of State

I certify from the records of this office that WITT O'BRIEN'S LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 14, 2010.

The document number of this limited liability company is M10000003124.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on March 24, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of March, 2022*



Randy Lee
Secretary of State

Tracking Number: 9223631311CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment G INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor and its sub-contractors shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract, insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 100,000 Each Accident \$ 100,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the applicant (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the The town's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	\$1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)	

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability	\$1,000,000 per Claim and Aggregate
-------------------------------	-------------------------------------

(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Additional Insurance Provisions

- A. Certificates of Insurance. Applicant shall deliver the The town Certificates of Insurance that shows the corresponding **The town Contract or Bid Number** in the Description, **Additional Insureds**, **Waivers of**

Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the Town of Fort Myers Beach

- B. Additional Insured: All insurance except Worker's Compensation & Professional Liability shall be endorsed to name the Town of Fort Myers Beach and The town's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Town of Fort Myers Beach and its members, officials, officers employees and agents.

CONTRACTOR'S insurance shall include a waiver of subrogation in favor of the Town of Fort Myers Beach and shall name the Town of Fort Myers Beach as an additional insured, to the extent of the liabilities assumed by CONTRACTOR under this Agreement.

- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes.
- E. Applicant's Insurance Primary. The insurance provided by the applicant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the town or any the town members, officials, officers, employees and agents.
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured applicant. Under no circumstances will the Town of Fort Myers Beach and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- G. Applicant's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the applicant or its Subcontractors, employees or agents to the The town or others. Any remedy provided to The town or The town's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- H. Waiver/Estoppel. Neither approval by the town nor failure to disapprove the insurance furnished by applicant shall relieve applicant of applicant's full responsibility to provide insurance as required under this Contract.
- I. Notice. The applicant shall provide an endorsement issued by the insurer to provide the The town thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the applicant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the applicant under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the town may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the The town also be named as an additional insured.
- L. Special Provision: Prior to executing this Agreement, applicant shall present this Contract and insurance requirements attachments to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the applicant.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valent Group, LLC 3500 Blue Lake Drive, Ste. 120 Birmingham AL 35243	CONTACT NAME: Seth Stone PHONE (A/C, No, Ext): (205) 262-2700 FAX (A/C, No): (205) 262-2701 E-MAIL ADDRESS: sstone@valentgroup.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Steadfast Insurance Company	
INSURER B: Zurich American Ins Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2022 COI**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			GPL8713651	10/24/2022	08/11/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Professional Liability (see attached)						MED EXP (Any one person) \$ 5,000
	☒ Pollution Liability (see attached)						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			BAP8713644-01	10/24/2022	08/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB ☒ OCCUR			SXS8598576-00	10/24/2022	08/11/2023	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☒ RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 8713648-00	10/24/2022	08/11/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☐	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Valent Group, LLC		NAMED INSURED Witt O'Brien's, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Coverage Information:

General Liability policy includes the following:
Professional Liability - Claims Made
Each Claim Limit: \$1,000,000
Contractor's Pollution Liability - Occurrence
Each Claim Limit: \$1,000,000
Transportation of Materials by Carrier (Auto, Aircraft, Vessel, Rolling Stock) Endorsement applies as follows:
Transportation Each Incident: \$1,000,000
Transportation Aggregate: \$1,000,000

Auto Liability includes the following endorsements:
MCS 90
CA9948 - Pollution Liability - Broadened Coverages for Covered Autos

Workers Compensation includes the following endorsements:
Maritime Employers Liability

Excess Liability is follow form



SECTION 5:

Statement of Qualifications

SECTION 5: TABLE OF CONTENTS

1. QUALIFICATIONS 1

1.1 COMPANY ORGANIZATION AND HISTORY 1

1.2 PAST, PRESENT, AND PENDING LEGAL PROCEEDINGS 4

1.3 PROPOSED PROJECT TEAM 4

2. APPROACH 10

2.1 APPROACH TO FEMA PA SERVICES 10

2.2 APPROACH TO HAZARD MITIGATION GRANT PROGRAM SUPPORT 24

2.2.1 REVIEW, ANALYSIS, AND TECHNICAL ASSISTANCE OF SUBRECIPIENT APPLICATIONS 25

2.2.2 MITIGATION PROJECT IMPLEMENTATION 26

2.3 WITT O'BRIEN'S APPROACH TO OTHER FEDERAL PROGRAMS 28

3. EXPERIENCE 31

3.1 EXPERIENCE IN FEDERAL FUNDING PROGRAMS 31

3.2 REFERENCES AND CONTACT INFORMATION 34

4. CAPACITY TO PROVIDE REQUESTED SERVICES 41



1. QUALIFICATIONS

Unlike other firms that might have a single division working in emergency management, Witt O'Brien's is fully dedicated to developing innovative solutions to help state and local governments, communities, and businesses recover from disasters. While we are nimble enough to respond quickly to our clients' needs, we possess the depth of resources, experience, and expertise necessary to produce high-quality, reliable work.

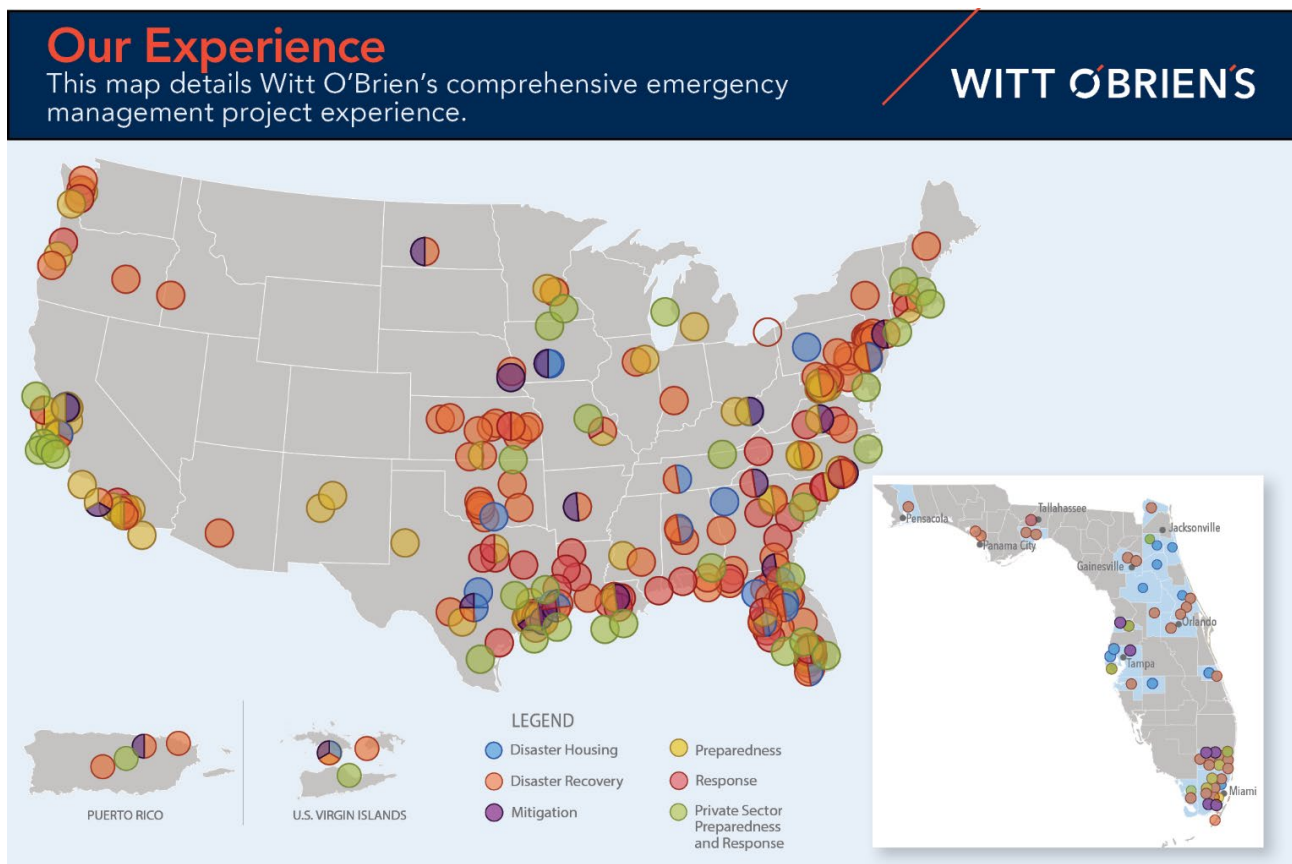
WITH YOU WHEN IT COUNTS

All of what we do at Witt O'Brien's is aimed at one overarching goal: to help the clients we serve get the help they need when they need it. To us, this means enabling them to recover and rebuild as quickly as possible, while ensuring full compliance with all state and federal requirements. As a proactive advocate for our clients with federal funding agencies, we use our knowledge of the legal and regulatory framework to help clients obtain the maximum appropriate reimbursement.

1.1 COMPANY ORGANIZATION AND HISTORY

The history of Witt O'Brien's, LLC dates back to the 2009 merger between Witt Associates (founded in 2001) and O'Brien's Response Management (founded in 1983). For more than 20 years, Witt O'Brien's and our legacy entities have supported clients in preparing for, responding to, and recovering from some of the most significant disasters in our nation's history, including hurricanes, floods, tornadoes, and winter storms (see **Exhibit 6**).

Exhibit 6: Witt O'Brien's Emergency Management Project Experience



Throughout our history, we have strived to make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats. Our grant management offerings are extensive and we have teams of experts with substantive

Witt O'Brien's has the necessary **knowledge of relevant legislation and federal regulatory requirements including:**

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and related authorities
- Titles 2 and 44 of the Code of Federal Regulations (CFR)
- Sandy Recovery and Improvement Act (SRIA) of 2013
- Disaster Recovery Reform Act (DRRA) of 2018
- FEMA PA, Hazard Mitigation Grant Programs (HMGP), Flood Mitigation Assistance (FMA), Pre-Disaster Mitigation (PDM) and Building Resilient Infrastructure and Communities (BRIC)
- Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), CDBG-Disaster Recovery (CDBG-DR) and CDBG-Mitigation (CDBG-MIT) programs
- Economic Development Administration (EDA)
- Infrastructure Investment and Jobs Act (IIJA)
- COVID-19 funding streams, including the American Rescue Plan Act (ARPA), Coronavirus Preparedness and Response Supplemental Appropriations Act, Coronavirus Relief Fund (CRF), Coronavirus Aid, Relief, and Economic Security Act (CARES), Emergency Rental Assistance Program (ERAP), and the Homeowners Assistance Fund (HAF)
- PA Program and Policy Guide (PAPPG), V4
- FEMA Fire Management Assistant Grants
- Florida State Statute Chapter 252, Emergency Management

experience developing and running programs meant to address housing, food, income security, workforce, early childhood care, public health, and a broad range of critical government functions and services.

FEMA has allowed for greater flexibility to utilize funds in a strategic approach for alternate or improved projects. Furthermore, there are additional federal and state grants programs that can be leveraged for resilient rebuilding. We have helped justify, secure, and employ **more than \$70 billion in funding across the spectrum of available sources**, including FEMA PA, HMGP, and BRIC; HUD CDBG-DR; and more recent funding sources such as the CARES Act, ERAP, and ARPA. In just the past two years, our team has provided grant management for more than \$20 billion of federal relief funding.

Our team of local government experts are prepared to work with the Town to **develop funding strategies that not only maximize FEMA disaster recovery reimbursements, but also provide targeted support to assess the broad landscape of federal funding available** to assist your team to implement the Town's recovery vision through new lenses. A new and fresh perspective to the rebuilding strategy will allow the Town council to evaluate new strategies such as community benefit agreements with provisions identified by the City Council, to either mitigate project impacts or meet the Town's post-disaster expectations and policy direction.

Leveraging our deep expertise, we find creative ways to cooperate with funding agencies and leverage the power inherent in current laws and regulations to our clients' greatest advantage.

This is the Witt O'Brien's team.

Specific results we have accomplished for our clients through our expertise include the following:

- Leveraged the Bipartisan Budget Act (BBA) rules to gain FEMA approval of Industry Standards in multiple community sectors where they were previously absent, including wastewater, water, schools, healthcare, communications, and emergency services.
- Gained FEMA's approval to fully replace hundreds of critical infrastructure components including schools, hospitals, homes for the aged, clinics, fire stations, wastewater systems and telecommunications facilities and equipment.
- Persuaded FEMA to waive the local match on the HMGP for our client communities affected by Hurricanes Irma and Maria for the first time in the history of the program.
- Completed thousands of home repairs through the Sheltering and Temporary Essential Power Pilot Program (STEP) program in one year.
- Increased our client's initial federal recovery assistance needs projection of \$7.5 billion to a total package that is now expected to exceed \$17 billion.
- Reversed FEMA's initial rejection of eligibility on high-priority projects under the BBA's Prudent Replacement rules for critical facilities. installed modular schools and made temporary repairs quickly enabling students to return to normal schooling.
- Submitted successful EDA grant applications approaching \$100 million for airport and port improvements.
- Developed and justified the initial \$7.5 billion federal assistance request for the President and Congress, which established the baseline for recovery aid.

Exhibit 7 presents the required corporate information:

Exhibit 7: Required Corporate Information

Firm Legal Name	Witt O'Brien's, LLC
Date Established	October 29, 2009
State of Incorporation	Delaware
Previous Names	Witt O'Brien's was initially established in 2009 as Witt Holdings Group, LLC. The name was formally changed to Witt O'Brien's, LLC in 2012.
Office Location	Witt O'Brien's is headquartered in Houston. We also have an office space at 190 Fruitville Road in Sarasota for on-site support in response to Hurricane Ian for disaster recovery, debris management and monitoring, and providing support remotely.
Ownership	Witt O'Brien's, LLC is now a 100% wholly owned subsidiary of Ambipar Response, a leading environmental, emergency response, and industrial field service provider with a presence in 16 countries in Latin America, North America, Europe, Africa, and Antarctica.
Key Leadership	CEO – Tim Whipple Sr. Managing Director – Greg Fenton Director, Contracts & Compliance – Cheryl Detillieu Joiner CIO – Michael Schifano Vice President, Human Resources – Michelle Pashko

1.2 PAST, PRESENT, AND PENDING LEGAL PROCEEDINGS

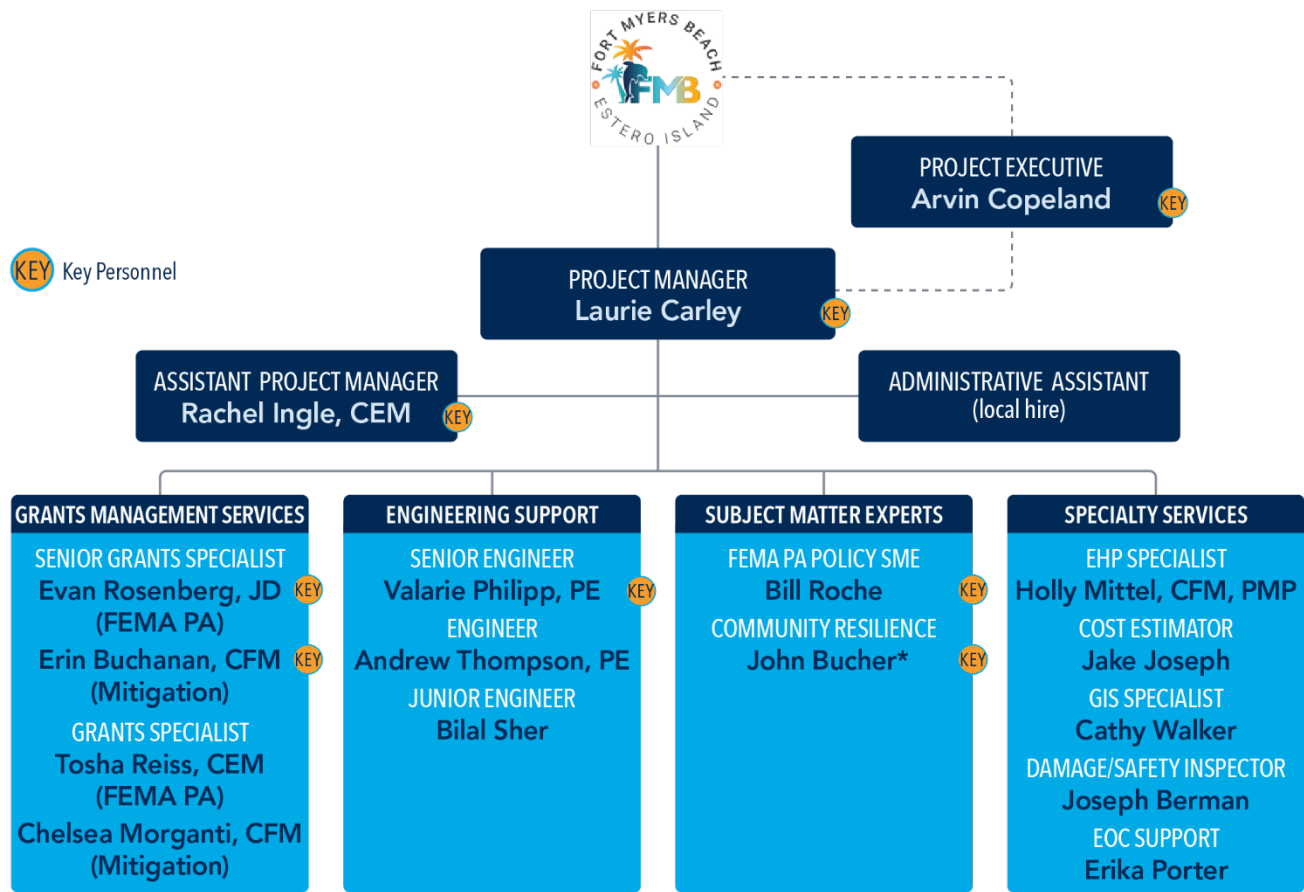
Witt O'Brien's is engaged, from time to time, in claims and litigation in the normal course and scope of its business. Litigation matters may be confidential, and the details thereof are not allowed to be disseminated to third parties in some cases. Witt O'Brien's confirms that it is not involved in currently nor has it been involved in the past 5 years with any material litigation.

1.3 PROPOSED PROJECT TEAM

Witt O'Brien's proposed team of known disaster recovery experts and specialists offer a history rich in FEMA PA and HMGP support in Florida and across the nation, important relationships with the State and FEMA, and industry best practices and lessons learned from decades of relevant experience, addressing flooding, roads, bridges, and other infrastructure.

We appreciate the Town's operational posture, the complexity of its broad mission, and we know it is challenging to manage the response and recovery from multiple disasters while also maintaining readiness for the next event. Our methodical, project management-based approach to operational planning and execution guarantees the right solutions via the right resources at the right time. **Exhibit 8** presents our organization chart.

Exhibit 8: Proposed Organization Chart



*Employee of Stantec

The Witt O'Brien's team is purpose-built to provide comprehensive support to the Town, allowing access to the right expertise and staffing to conduct the ongoing and future support needed, with surge capacity to support any new events that may occur during the course of the contract. Our proposed **Project Manager, Laurie Carley**, as well as many of our deep bench of SMEs, policy architects, engineers, cost estimators, and other support personnel, have the specialized skills necessary to provide agile, quality support for any task. ***She will be supported by our Project Executive, Arvin Copeland, a former city mayor who is very familiar with the Town's situation and plans for future rebuilding.***

Each of our selected staff meet or exceed all qualifications for their assigned role, offering the Town consistent, high-quality service. Many of our staff have been supporting Hurricane Ian recovery with FEMA PA and debris monitoring. The team presented below is ***available immediately to meet the Town's needs.***

Key Personnel:

- **Arvin Copeland – Project Executive.** Arvin is a disaster response and recovery expert with more than 40 years of diverse experience. In his role at Witt O'Brien's, Arvin provides technical assistance and strategic advice on FEMA PA and maximization of FEMA reimbursement. Most recently, this includes response and recovery from Ian as well as COVID-19 cost recovery. Prior to joining Witt O'Brien's, he managed the State of Indiana Disaster Relief Fund, administering an annual budget of \$100 million to rebuild infrastructure, homes, and businesses after disasters. Over the course of his tenure at the Indiana Department of Homeland Security, Arvin oversaw a dozen major disasters. He is also a former city mayor with firsthand experience in the inner workings of a city and the stresses and concerns of a city's recovery from a devastating disaster. 
- **Laurie Carley – Project Manager.** Laurie has 20 years of experience in disaster recovery, managing client interface for the FEMA PA program. She directly managed more than \$20 million in FEMA PA for replacement of critical infrastructure and charter educational school recovery. She supported emergency field operations for 10 major hurricane disasters throughout Florida—including Hurricane Ian response in the Cities of Tampa and Venice. She has also supported emergency disaster operations throughout Florida, including in Hillsborough, Leon, and Holmes Counties. 
- **Rachel Ingle, CEM – Assistant Project Manager.** Rachel has more than 20 years of experience and is an expert on braiding funding streams, compliance testing, and implementing recovery programs, to include FEMA PA, IA, CDBG-DR, CDBG-MIT, HMA, FMA, and many of those included under the IIJA. She has supported emergency response and recovery operations for major disasters throughout Florida, including Hurricane Ian response. Rachel has led the planning effort in receiving over \$20 million in CDBG-MIT funding as well as over \$19 million in CDBG-DR funding for the municipal government. She has experience in HMGP project management, completing multiple project applications and receiving over \$5 million in funding. 

- Evan Rosenberg, JD – Senior Grants Specialist (FEMA PA).** Evan has more than 30 years of experience, with 12 focused on assisting state and local clients with federal disaster recovery programs. Evan spent eight years at FDEM and two years at the Florida Housing Finance Corporation. As the Bureau Chief of Recovery responsible for all Recovery Operations for FDEM over the course of his career, he oversaw the administration of more than \$5.5 billion in recovery funding. For the USVI, he served as Policy Analyst Lead for the client's recovery operations across multiple programs including FEMA PA, CDBG-DR, FHWA, NRCS, DOI, and Territorial sources; as the PA Appeals Officer, he also engaged, as needed, in monitoring issues that could lead to appeals development and filing.


- Erin Buchanan, CFM – Senior Grants Specialist (Mitigation).** Erin has 18 years of experience and provides expert guidance regarding mitigation, assisting in identifying and developing HMGP projects and applications. She is an expert at connecting hazard mitigation planning to project and application development and has developed mitigation funding strategies for over \$3 billion in federal funds. She effectively uses Benefit-Cost Analyses (BCAs) to achieve acceptable Benefit-Cost Ratios (BCRs), has been instrumental in the obtainment of HMA funding, and brings experience supporting state-level hazard mitigation and work in counties and universities in dozens of states and the U.S Virgin Islands (USVI).


- Tosha Reiss, CEM – Grants Specialist (FEMA PA).** Tosha has more than 15 years of experience in disaster recovery services. She has been engaged in supporting FEMA PA for over a decade in Florida; her work within the State includes engaging with FDEM for situational awareness for all county incidents, events, training, and exercises. For Highlands County, she developed, coordinated, and maintained an effective full-spectrum emergency management program; managed over \$17 million in PA projects for Hurricane Irma. For Glades County, Tosha was responsible for grants administration oversight and reviewing and updating applicable emergency management plans, procedures, and guidelines; analyzed complex data, such as evacuation models, floodplain data, and wind probability data to create technical reports that aided in decision-making and situational awareness.


- Chelsea Morganti, CFM – Grants Specialist (Mitigation).** Chelsea has nearly 10 years of experience in disaster recovery. As the State Hazard Mitigation Officer for New Mexico, she managed 17 disaster and non-disaster HMA grants and facilitated 113 mitigation plans and projects through all sub-grant stages, from application through closeout. As a Mitigation Specialist, she provided individually tailored technical assistance to state agencies, local jurisdictions, tribal nations, and special Town/quasi-governmental applicants under the HMA program. As a Disaster Recovery Analyst for the City of New Orleans, Chelsea facilitated 383 FEMA conditionally approved demolition properties through the Code Enforcement, local historic, and FEMA EHP processes. She also tracked over \$16 million in grants, conducted site inspections of damaged properties, identified historic elements for preservation, and oversaw safe remediation and salvage of residential and commercial demolitions.



- Valarie Philipp, PE – Senior Engineer.** Valarie has more than 20 years of experience in disaster preparedness, response, and FEMA PA recovery support. She is a subject matter expert in grants management, cost recovery, FEMA disaster closeouts, procurement compliance, and appeals resolution. Valarie regularly assists government clients with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing FEMA program training initiatives. Prior to joining Witt O'Brien's, Valarie served as FEMA TAC, where she performed building damage assessments, prepared cost estimates, developed project applications, and managed building assessment teams following Hurricanes Katrina and Wilma. She also served as FDEM's Lead Deputy PA Coordinator (PAC) where she oversaw recovery programs following six declared events including supporting the Miami-Dade Metro Area with recovery efforts involving 218 municipal and private non-profit organization applicants. Valarie also worked as a structural engineer for Wiss, Janney, Elstner Associates, Inc., undertaking forensic investigations, structural analysis, repair design, construction period services, and litigation support for structural failures, construction defects, and natural disasters.


- William Roche – Subject Matter Expert (FEMA PA Policy).** William "Bill" Roche served as the Director of FEMA PA Division from 2011 to 2016. As the Senior Executive, he led the national effort for development and implementation of survivor and community-centric provisions and changes to the FEMA PA program due to the Sandy Recovery Improvement Act. These included development and implementation of the PA Alternate Procedures Pilot to reduce costs, expedite assistance, and allow applicants flexibility in the use of funds to meet their post-disaster needs, including making fixed grants (new Section 428 of Stafford Act) based on estimates, offering incentives for rapid debris removal, and providing additional tools for cost estimating through the development of doctrine and guidance for State, Tribal, and local education outreach initiatives. He currently manages the Witt O'Brien's FEMA PA and HMGP implementation services for the USVI Territory's FEMA applications (more than 265 Section 428 Fixed Capped Grants with projected funding in the amount of \$10.5 billion to date).


- John Bucher, AICP, PMP – Subject Matter Expert (Community Resilience).** John is an expert in community resilience, disaster recovery, climate adaptation, and community development with more than 20 years of professional experience. John leads Stantec's Disaster Services Program, coordinating staffing and subject matter expertise for the firm's multiple/nationwide disaster services contracts supporting state and local governments in their disaster recovery efforts. John is also Stantec's contract manager supporting FEMA's PA program. John is an avid author and presenter on the topics of resilience and climate adaptation. He was primary author for the Community Resiliency Toolkit created for FEMA Region II. The Toolkit was designed to serve as a roadmap for municipal leaders in New Jersey as they work to become more resilient.



Support Staff:

- Andrew Thompson, PE – Engineer.** Andrew has nearly 15 years of experience and has spent the past three years as the Highway Engineering Coordinator in support of the USVI's recovery from Hurricanes Irma and Maria. He managed the FHWA-ER program which currently includes 98 projects totaling \$88 million. He participated in ADR with FEMA to standardize repair scope and

associated costs for USVI roadway projects. Before joining Witt O'Brien's, Andrew was deployed from the Federal Highway Administration in Ohio to the USVI to serve in ESF-1 capacity for disaster relief following Hurricanes Irma and Maria. He was tasked with inventorying and reporting on the status of the highway network. He led a team of eight engineers in conducting damage reports and identifying over 60 sites for a total repair cost of more than \$33 million. He also served for six years as a transportation engineer for the Federal Highway Administration in Ohio.

- **Bilal Sher – Junior Engineer.** Bilal is a structural engineer with six years of professional experience. For nearly two years, he supported Witt O'Brien's disaster recovery project in the USVI, analyzing disaster-damaged structures and estimating the costs of reconstruction. Prior to that, he was an estimating coordinator for a concrete construction company, where he analyzed project specification documents, compiled project documents for review, reviewed pour sequences for cost control, and managed client relations. He is adept at using estimating software and pricing out materials, labor, and equipment for bid proposals. He also uses SAP2000, AutoCAD, and other engineering software for analysis and design of structural systems.
- **Holly Mittel, CFM, PMP – EHP Specialist.** Holly is a multi-disciplinary professional with nearly 20 years of experience in providing environmental and health expertise in disaster recovery programs. She has supported FEMA disaster recovery efforts for a vast portfolio of disasters including Hurricanes Irma, Maria, Katrina, Rita, and Ike as well as major floods. Since joining Witt O'Brien's, she has been serving as a FEMA PA subject matter expert (SME) in environmental health protection in support of Witt O'Brien's recovery efforts in the USVI. For 15 years prior, she was a FEMA PA TAC project manager and environmental protection specialist for AECOM. Holly has expertise in developing scopes of work and cost estimates and resource planning and scheduling. Her environmental expertise includes site assessments, soil and groundwater analyses, preparing regulatory reports, and executing compliant project and field activities.
- **Jake Joseph – Cost Estimator.** Jake has 7 years of experience and is an expert in FEMA's PA program, specializing in damage evaluations, cost estimation, and general construction and engineering services. He has managed and performed more than 300 site inspections for public infrastructure. His work has taken him across the country, from Maryland to Hawaii. He has served as a PA Project Specialist, Site Inspection Taskforce Leader, and a FEMA Program Delivery Manager. Jake has worked on flooding events, wildfires, and COVID-19 projects.
- **Cathy Walker – GIS Specialist.** Cathy is a GIS expert with 15 years of experience using and teaching GIS technology. She brings experience providing GIS analysis, mapping, and risk analysis products for emergency management and performs Enhanced (Level 2) Hazus-MH modeling for earthquakes, floods, and hurricanes.
- **Joseph Berman – Damage/Safety Inspector.** Joseph has 15 years of experience as a FEMA PA disaster recovery specialist, focused on Florida since 2016. He has helped federal, state, and local government agencies, NGOs, and the private sector navigate the FEMA PA program, focusing on infrastructure damage assessments through project closeout. Following Hurricane Irma, for Hillsborough County, he helped develop the Damage Inventory, coordinated with 36 county department representatives to conduct inspections, and uploaded all required data into the FEMA Grants Portal—including insurance requirements, resulting in a \$19.4 million award. Following Hurricane Matthew, he served as State Project Coordinator and State Project Specialist working with Duval County and Jacksonville Electric Authority. He also provided FEMA PA support after Tropical Storm Debby, Hurricane Isaac, and Hurricane Matthew.

- **Erika Porter – EOC Support.** Erika has 5 years of experience in emergency management preparedness and response. She specializes in developing and conducting drills, emergency management plan updates, and emergency notification systems and capabilities. She comes from a law enforcement background and is familiar with ICS, NIMS, and risk management processes. She first developed her skills as a Tribal Administrator, AmeriCorps Disaster Responder, Fire Volunteer, and Tribal Emergency Manager.

2. APPROACH

Our approach to disaster recovery and mitigation services is to work in partnership with the Town to maximize use of FEMA PA funds, hazard mitigation funds, and other federal disaster recovery funding to improve quality of life for residents and bolster the tourism economy. Our goal is to assist the Town in achieving its new vision to leverage federal funding to not only rebuild, but also address long-standing community issues related to infrastructure improvements, land use planning, community development, affordable housing, and beach improvements.

Throughout our support, we will work with you to find creative ways to leverage our comprehensive understanding of funding agency programs to the Town's greatest advantage. Our disaster recovery specialists can assist with ensuring all available funding sources have been explored and that hazard mitigation opportunities are incorporated when available. For example, with the availability and use of more recovery and resiliency funding, large infrastructure projects can include a multitude of federal program funding streams. These "braided" projects each have their requirements, necessitating an understanding of how to weave these sources together most effectively. Our staff are also experts in understanding the complexity of duplication of benefits and the potential pitfalls, while having the expertise to also prevent any duplication.

Throughout execution of these services, our staff will stay abreast of current and evolving policies and doctrine that may impact management of FEMA grants funding. Examples of policies that may impact the Town include:

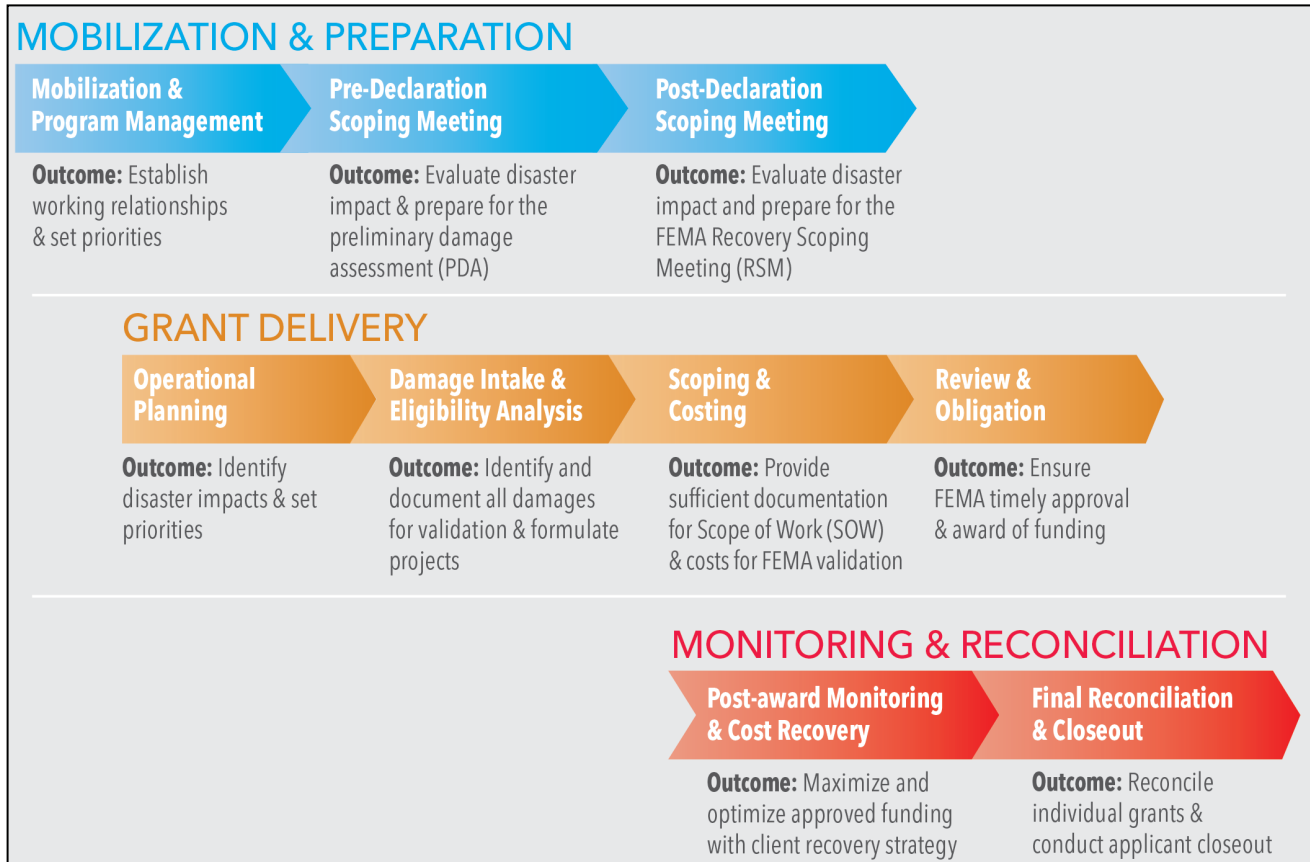
- **Large Project Threshold** – In August 2022, FEMA published a final rule to increase the "small project" for the PA program to \$1 million. Once finalized, this policy will supersede guidance pertaining to Small Projects in the PAPPG and will establish additional policy. This will allow for more projects that can forgo the administrative burden of validating all costs, reducing the burden of documentation, quarterly report submission and review, and a longer closeout process.
- **New PA Program Delivery Guidance** – The upcoming Public Assistance Program Delivery Guide, currently in operational draft, establishes a framework for Applicant-driven, state-led, and federally supported delivery of PA. This may impact the process a recipient or subrecipient would follow in applying for PA funding.
- **Management Costs** – Under the DRRRA, Recipients can be reimbursed 12 percent of the total award for management costs, of which the subrecipient will get 5 percent. We are fully versed in management costs policy and will ensure that the Town – as a subrecipient – maximizes its use of the 5% funds to its fullest advantage.

2.1 APPROACH TO FEMA PA SERVICES

Our technical approach to FEMA PA grants delivery support follows FEMA's PA grants management lifecycle. Converting disaster costs into submitted grants follows a prescribed process, and our interactions with your team will be framed within that process, driving the tasks necessary to meet the fundamental requirements. Our knowledge of the process allows us to take necessary steps to avoid common pitfalls, reduce funding delays, and maximize reimbursement funding. We believe our insights and ability to anticipate issues provide better outcomes and will best meet the needs of the Town, while also exceeding the requirements of the RFP.

The FEMA PA process consists of some overarching tasks that must be completed to access all available funding in Categories A and B, and to get assurances so the Town can engage in permanent project work in the additional categories of PA. At the heart of the phases outlined below – Mobilization & Preparation, Grant Delivery, and Monitoring & Reconciliation – is an approach to grants management designed to maximize the amount of funding the Town receives. **Exhibit 9** summarizes the FEMA PA process.

Exhibit 9: FEMA PA Process Summary



MOBILIZATION & PREPARATION

Mobilization & Program Management

Outcomes:
Establish working relationships & set priorities

Our industry best practices ensure we are guided by a Program Management Framework from kick-off through closeout and audit support. The agreed-upon processes and schedule from the kick-off meeting will be documented in our Project Management Plan (PMP), an industry best practice, which will serve as the roadmap for management of the project, particularly the full PA support in grants delivery, monitoring, and reconciliation. The PMP will identify high-level tasks, activities, deliverables, milestones, the schedule, and staffing plan. It will provide the basis for monitoring, controlling, and reporting on the work deliverables, including the comparison of planned vs. actual schedule, costs, and work accomplished.

Pre-Declaration
Scoping Meeting

Post-Declaration
Scoping Meeting

Outcomes: Evaluate disaster impact & prepare for the preliminary damage assessment (PDA) and the FEMA Recovery Scoping Meeting

Conduct Detailed Review of Existing Policies and Procedures

Compliance with current federal procurement guidelines is paramount for maximizing access to and maintaining PA funding. Financial compliance issues often arise from inadequate documentation and violations of federal procurement rules. Our focus is to review relevant procurement policies, procurement documents, and activity tracking mechanisms that were in place during the disaster, such as pay policies, purchasing policies, bid documents, standard contracts, work orders, and time/equipment logs. Our staff has the expertise to provide advice and guidance on elements that may need revision for better alignment with Federal and State of Florida requirements. This can include setting up conference calls or in-person meetings, as feasible, to exchange information and documentation necessary to begin grants formulation. Other areas include review of pay and purchasing policies, standard operating procedures related to disasters, time and activity tracking mechanisms, and history of disaster recovery with FEMA.

To support FEMA documentation requests, our staff will ensure the Town has the needed information to upload into the FEMA Grants Portal. The process involves retaining year-round documents, such as purchasing policies, pay policies, bargaining agreements, and insurance policies in place at the time of the disaster. Additional documents that must be maintained include Force Account and Contract Work summaries for work already complete and detailed scope and estimates for work yet to be completed. The remainder of supporting documents include details on all internal or contract activities with a heavy emphasis on the procurement of goods and services.

GRANT DELIVERY

Operational
Planning

Outcomes:
Identify disaster impacts & set priorities

During this phase, we will assist the Town in officially beginning the grants application process to document damages and pursue recovery funding. The following paragraphs describe additional activities to best prepare the Town for the application process.

Witt O'Brien's will coordinate a discovery meeting, virtually or in-person, to discuss goals for the partnership. These may include financial reimbursement goals under FEMA's PA program, recovery goals for the community, resiliency goals for the community, or other goals related to program administration. This discovery meeting will establish operational procedures, provide access to Town systems of record, and identify any other expectations and requirements the Town has for Witt O'Brien's support. This discovery meeting also includes an assessment of other grants programs the Town intends to pursue.

Submit Request for Public Assistance (RPA)

After the discovery meeting, Witt O'Brien's will assist with preparations to receive PA funding. This involves ***submittal of an RPA to FEMA, through FDEM, or directly into the Grants Portal***, if necessary. This step must occur within 30 days of the respective area being designated for PA in the declaration and the occurrence of the Applicant's Briefing. The RPA is the form used to apply for the PA program, and once approved, preparation for the project formulation and grants management phases of project applications (formerly called Project Worksheets) will begin.

An initial priority of Witt O'Brien's will be to provide technical assistance, programmatic guidance, and training to officials and/or recovery staff regarding the substantive and procedural requirements of FEMA's PA Program. To ensure all project formulation and grants management functions are completed to support requirements, including the timely reimbursement of funding from FEMA via the recipient, Witt O'Brien's will ensure the Town has available expertise through our Project Manager to provide assistance, guidance, and training on FEMA's current requirements for eligibility and funding.

Establish Program Processes and Systems

As a result of our review, we will work with the Town to finalize and document the processes by which the PA program will be executed. A key element will be the processes for obtaining, analyzing, and gathering field documentation (including procurement of goods and services, timekeeping, force account labor and equipment, and debris monitoring). We will also assist in correctly developing processes for routing eligible expenses.

As part of our Program Management Framework, we will coordinate with the Town to determine the most appropriate data management system/processes for cost tracking, progress reporting, and document retention. This will include in-progress reviews, as required, to keep the Town current on project progress. We are experienced at adapting to and using a variety of systems, processes, and procedures. Regardless of the process used, we will work with you to implement a robust file-keeping and organization process from Day One of our engagement.

It is important to note that many of these steps are prescribed by FEMA and are somewhat systemized in the FEMA Grants Portal. We have daily experience using the Grants Portal, and it will serve as the formal submission of applications, project information, and key documentation for FEMA's assigned Program Delivery Manager (PDMG) who will help shepherd projects at FEMA's Consolidated Resource Center (CRC) to reimbursement.

Establish Priorities for Damage Inspections

These priorities will be shared with FEMA during the Recovery Scoping Meeting (RSM). Part of the prioritization should focus on critical infrastructure that might require constructing temporary facilities for essential services to remain operational. In addition, we will analyze the collected damage documentation to identify those facilities/locations that might need additional information to justify eligibility during Phase 2 of the FEMA process.

Prepare for Recovery Scoping Meeting (RSM)

FEMA typically conducts an RSM for the following purposes: (a) review damages and impacts, (b) begin gathering documentation, (c) begin developing a list of projects, and (d) review priorities. This is expected to be more granular than the discovery meeting. It is essential to be prepared for this meeting and to discuss the strategies you wish to employ with respect to mitigation early in the process and the RSM is a good venue to discuss this.

This meeting will focus on compiling disaster-related damage impacts and cost estimates, which will be submitted in an initial Disaster Summary Outline (DSO) to FDEM for state rollup, or to support a joint state and Federal Preliminary Damage Assessment (PDA), if not already completed. A comprehensive reporting of damages and costs is especially critical during the PDA process, since obtaining a Stafford Act Major Disaster Declaration for FEMA PA is not always automatic, depending on the magnitude of the disaster. It requires the State and the Town to meet mandatory cost thresholds based on per-capita indicators. ***The Town should capture every potential dollar of***

damage-related costs to ensure nothing is overlooked or excluded from the PDA to support the request for disaster declaration.

Once the Damage Inventory (DI) is prepared and uploaded into the Grants Portal, our team will work with the Town to triage the list of damaged facilities/locations to schedule and assist with damage inspections.

Damage Intake & Eligibility Analysis

Outcomes:

Identify and document all damages for validation & formulate projects

The purpose of this action is to capture and document all applicant incident-related damages and provide enough information so that FEMA can effectively validate the DI and determine damage eligibility with minimal rework in the process; not to be confused with damage assessments related to disaster declarations. This is often done through site inspections (for work to be done) and data collection (for work already completed). The Witt O'Brien's team will then assist in the development of the Damage Description and Dimension (DDD) documentation. Agreement from the Town and FEMA on DDDs then initiates the project formulation process.

Develop DDDs

Witt O'Brien's staff are highly trained in the preparation of detailed DDDs, including the Essential Elements of Information (EEI). The EEIs consist of two important components: questions and required documentation. Relative to each project formulated, our team will work directly with the department and/or individual responsible for oversight of the work, or for gathering the required supporting documentation, to complete the EEIs. For work already completed (e.g., Category A and B), teams will collect data on contractor invoicing, billing, and other essential documentation that will define the eligible damage and approved costs for that project.

It is critical during the damage inspection/assessment process that there is a focus on potential environmental requirements applicable to the area of damage to get a head start on meeting the FEMA National Environmental Policy Act (NEPA) requirements. In addition, a focus on possible hazard mitigation opportunities should be recorded site by site, combining the damage-related impacts with cost-effective mitigation early in the process to prevent similar damage from another event.

Finalize Damage Inventory

In close coordination with the Town, Witt O'Brien's staff will work with each affected department to collect data and enter relevant information into the Grants Portal. Key information pertaining to disaster impacts includes specific site or facility damage information and data collection. In some cases, this requires cost information for emergency response and temporary repair cost data, including video and/or photographic information, Town payroll policies, procurement and contracting documents, mutual aid agreements, invoices, labor contracts, and insurance policies.

Scoping & Costing

Outcomes:

Provide sufficient documentation for Scope of Work (SOW) & costs for FEMA validation

In the FEMA Scoping and Costing process, the FEMA CRC will be responsible for validating SOWs and cost estimates, whether or not the applicants and subrecipients provide their own estimates. The process is most successful when applicants and subrecipients can first provide a cost estimate based on what they believe to be the budget to reasonably perform the approved SOW. The Witt O'Brien's team has the expertise necessary to develop SOWs and cost estimates ***with a focus on maximizing***

funding and providing necessary resources to build back stronger. It is often through eligibility justifications that we knit together the pieces of information into a single narrative to “tell your story.”

Document and Substantiate Compliance

One of the many challenges with obtaining and keeping FEMA PA funding is demonstrating compliance with all procurement processes set forth in Title 2 CFR Sections 317-326. This demonstration of compliance is critical during FEMA’s post-award and closeout activities, including audits performed by the Department of Homeland Security’s Office of Inspector General (OIG). Witt O’Brien’s brings extensive experience in demonstrating, documenting, and substantiating compliance with federal procurement requirements, particularly if emergency/exigent circumstances were necessary for lifesaving and/or public health emergency conditions. Substantiating these processes at the beginning of the funding justification phase will reduce FEMA’s Requests for Information (RFIs) and assist in the timely obligation and reimbursement of all emergency costs incurred.

Another common delay in obtaining funding from FEMA is the necessity to demonstrate emergency overtime costs for personnel, additional hiring of emergency personnel, and that reassignments of personnel were performed consistently with your labor policies. Like the procurement procedures noted above, Witt O’Brien’s brings extensive experience in demonstrating, documenting, and substantiating compliance with a subrecipient’s (applicant’s) labor policies for the extraordinary labor costs incurred during the emergency.

FEMA will need to confirm its funding is not duplicating benefits from other sources. Witt O’Brien’s will assist in addressing the potential duplication of benefits from other federal and non-federal sources. The team will assist in substantiating actual or other potential funding sources, ensuring no duplication exists.

Witt O’Brien’s has extensive experience in detailing expenses with the information needed to identify the transactions in the Town’s financial system and be able to move the expenses to the Town’s grand fund.

Witt O’Brien’s also tracks costs to ensure no duplication of benefits occurs.

Conduct Project Formulation

Project formulation is the action taken to methodically combine multiple damaged facilities or locations into a single project application, usually based on types of similar damage and functions. In alignment with the Town’s priorities for recovery, we will coordinate with all departments and offices to triage all DDDs and determine the opportunities that will be most efficient when deciding how to logically group the facilities to best meet your recovery objectives and maximize funding. These decisions will be consistent with how the Town plans to perform the restoration work, via contract or self-perform with the Town workforce. Our extensive knowledge and experience will help the Town address its priorities for recovery.

Manage Voluntary Resources and Donated Goods

Witt O’Brien’s will assist in the identification of potential voluntary resources and donated goods that might have been available during the emergency response. The documentation and substantiation of voluntary resources and donated goods might be eligible to reduce the non-federal cost share associated with FEMA funding.

Attribute Costs to Work Performed

Witt O’Brien’s ensures the cost documentation is appropriately attributed to the emergency work performed. This is an important and often initially omitted aspect of seeking reimbursement from FEMA

for the performance of emergency work. Witt O'Brien's will ensure emergency cost documentation is justified and linked to the work performed, allowing FEMA and the recipient to understand how the costs incurred were necessary and eligible.

Identify Funding Priorities

Depending upon the level of the disaster, the Town could quickly find itself in a “cash flow” dilemma. As the Damage Inventory is developed and refined, there are opportunities to identify critical areas for expedited funding. For example, the Town might need to identify emergency work for which it wants to prioritize the application process and expedite reimbursement. The Town could also want to prioritize the process for temporary facilities that are critical to maintaining operations vital to public health and safety.

Based on the level of damage information, we will begin discussions regarding interest in participating in FEMA's Section 428 fixed capped grants program, identifying where it can have the most positive effect through flexible use of the grants funding upon award. Our staff will also monitor other funding opportunities and closely coordinate with the Town to pursue supplementary funding options, as not all costs will be eligible for FEMA PA funding. We will be focused on identifying any funding sources that might become available, maximizing the total assistance available.

Conduct Quality Assurance and Quality Control

Disaster recovery work is filled with pressures—pressure to do the work fast and do it right (all within a context that is new)—and myriad rules and regulations. Witt O'Brien's will support the Town in maintaining supporting documentation, reviewing requests for reimbursement, monitoring compliance, and responding to other requests until all projects are fully reconciled and closed out.

As the various requirements of costs and projects are finalized, Witt O'Brien's will provide quality assurance and quality control (QA/QC) reviews of all cost documentation, work performed, and other eligibility requirements. This QA/QC process will ensure the projects include a thorough explanation of the emergency situation, the requirements for the emergency work, the itemization of costs incurred, and the substantiation of eligibility as described above. This will again ensure all FEMA reviewers deployed to the field, assigned to the FEMA Regional Office, working from a CRC, or working in FEMA Headquarters understand the request and can have confidence that all eligibility requirements have been documented, substantiated, and explained in a manner FEMA understands.

Develop SOW and Cost Estimates

We typically encourage our clients to prepare their own SOWs and cost estimates for CRC review and will assist in this effort. The SOW will be developed based on the DDD and will describe what the applicant will undertake to address the eligible damages. These costs will be based on actual costs (if the work is completed) or estimates for work to be completed. We will develop project applications using adjuster and engineering reports; review procurement documents; adjust for anticipated insurance based on policy schedules; analyze invoice and backup documentation; attend site visits, as needed; participate in meetings to review generated documents; address any eligibility-related issues; and identify hazard mitigation opportunities. We will assist the Town with identifying and collecting the relevant documentation including design requirements, applicable codes/standards, EHP assessments, and permits.

Identify 406 Hazard Mitigation Opportunities

Witt O'Brien's will ensure that specific Section 406 risk mitigation measures are considered during project formulation for all permanent work category projects. In addition, we have staff who are

specialists in working with both Section 406 Hazard Mitigation and Section 404 Hazard Mitigation Grant Program (HMGP). Our team will provide technical assistance to the Town with the goal of ensuring the highest success rate possible in identifying and securing Federal funding and cost shares for mitigation.

For 406 projects, we will assist with identifying eligible mitigation projects at the time the project is in initial formulation and through the scope and costing phase for the damaged facility. We will review each SOW for permanent projects to determine whether mitigation measures are warranted, work closely with FEMA and FDEM to address questions, attend meetings and site visits to resolve issues, perform the BCA, and facilitate the compilation of supporting documentation.

We have found that often, vendors, localities, and states know what 406 mitigation means but have difficulty operationalizing the benefit. It takes the right people to get added 406 funding. We always like to have a civil engineer at the ready to help our teams look at infrastructure with an eye toward future threats. For example, with respect to buildings, every window, roof, gable, foundation, utility placement, and landscaping need to be examined closely for upgrading to prevent future loss.

Support Special Considerations

Witt O'Brien's brings qualified staff to support all special consideration activities, such as historic preservation, environmental and floodplain compliance, and insurance considerations, which can all trigger requirements for additional data.

- **Historic preservation:** Under Section 106 of the National Historic Preservation Act of 1966, FEMA will have to conduct a Section 106 review if a federal project has the potential to affect historic properties. We bring experts in the Section 106 consultation process who can support the Town in negotiations with the State's Office of Historic Preservation and other regulatory agencies involved in the funding compliance process.
- **Environmental requirements:** Under Section 102 of the NEPA, FEMA considers the environmental impacts of the proposed repair, restoration, and mitigation solutions. These will be addressed by an engineer/architect in the planning process in most cases, if needed. FEMA can offer alternatives to proposed solutions to help ensure compliance in this process.
- **Floodplain requirements:** FEMA has developed an eight-step decision-making process for addressing the floodplain management requirements of 24 CFR 55.20. Our staff has successfully supported clients in complying with FEMA's floodplain management requirements—we are ready to support FEMA's eight-step decision-making process, consider adverse impacts on 100-year floodplains, make Special Flood Hazard Area determinations, and assist with National Flood Insurance Program issues.
- **Insurance:** By law, FEMA cannot provide funding when an applicant has another source of funding such as insurance, referred to as a Duplication of Benefit (DOB). We will assist the Town with reviewing its insurance policies and insurance proceeds for insured losses. We will analyze and include insurable (including business interruption) and non-insurable flood and wind damages in projects to prevent submitting funding requests for insurable losses that would be DOBs. This step includes ensuring that the correct apportionment of proceeds is made to a project where any blanket or settlement payments have occurred.

Assess Use of Section 428 Projects

Section 428 of the Sandy Recovery Improvement Act established Fixed Cost Offers (FCOs) that eliminate previous restrictions and penalties for using funds for Alternate or Improved Projects. Using FCOs provides applicants with greater flexibility in using the funding to repair and/or rebuild after disasters.

Fixed Cost Offers (FCOs) under Section 428, when accepted, allow the Applicant tremendous flexibility in using funds to better meet overall recovery strategies through consolidation of multiple FCOs under one aggregate budget shared across facilities.

We will work with FEMA and the Town to develop individual cost estimates/budgets for the damaged facilities with a focus on accepting the individual FCOs and then consolidating the Section 428 projects as one aggregate funding source to be shared across all the facilities.

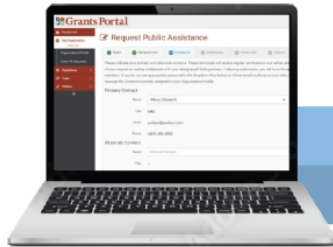
This option is most effective when there are multiple damaged facilities or infrastructure (e.g., school campuses, government corporate yards, road infrastructure). This provides an opportunity to consolidate funding across all the facilities as one aggregate budget and create an alternative scope beyond the initial basis of the Section 408 funding. Our personnel helped develop and implement these nationally and, therefore, are ready to assist Town staff in understanding when best to participate in this program option.

There are certain risks and benefits with Section 428 projects. Since FEMA obligates the funding based upon an estimate, there is a certain reduction of time and resources spent seeking FEMA approval for project execution scope changes, and if the project is completed below the estimate, the Town can keep the excess funding and commit it to another recovery project. ***But unlike traditional PA, cost overruns are not eligible for additional obligations of funding under Section 428.***

Once the cost documentation has been compiled, substantiated, and formulated into projects, the Witt O'Brien's team will load the project application into the Grants Portal. We have extensive experience working with FEMA's Grants Portal system in support of recipients (grantees) and subrecipients (subgrantees/applicants) (see **Exhibit 10**). Witt O'Brien's can ensure efficient, streamlined project submission to FEMA and address the pre-award procedural requirements the recipient might have per the State Administrative Plan.

Exhibit 10: FEMA Grants Portal Experience

Our FEMA Grants Portal Experience



2014

Witt O'Brien's experience began while supporting the State of Iowa with recovery from major floods.

2016

FEMA implemented a partial roll-out for specific components which we used during Hurricane Matthew in Georgia.

2017 to Present

We used Grants Portal during our support on projects across the country for both natural disasters and COVID-19. Periodic updates to enhance, clarify, and improve functionality for users from the Applicant, State, and FEMA perspective so we are continuously adapting to the Portal operating versions with a great deal of success.

PILOT
PHASE

PARTIAL ROLL-OUT
PHASE

OFFICIAL ROLL-OUT
PHASE

Review & Obligation

Outcomes:

Ensure FEMA timely approval & award of funding

FEMA quality assurance teams will review eligible projects in preparation for obligation. The Witt O'Brien's team has established relationships with FEMA and have assisted clients in securing billions of dollars in recovery funds. These relationships help us influence conversations on eligibility issues and set up facilitated discussions to resolve issues, which minimizes reliance on the appeals process to resolve issues. Support in this phase will consist of:

- Ensuring applicability of Section 428 funding when it is most advantageous for the Town (and subrecipients)
- Ensuring FEMA's final reviews are completed and monitor FEMA's timely approvals
- Timely response to RFIs for EHP review
- Proposing insurance apportionment that is in the best interests of the Town
- Checking for potential duplication of benefits by coordinating insurance claim submission and tracking in relation to projects submitted to FEMA

Witt O'Brien's will support the Town in rapidly and efficiently responding to any RFIs or addressing procedural requirements. FEMA may subsequently establish guidelines to keep the projects moving through the review queues to final approval. We will assist in tracking, coordinating, responding to FEMA and/or FDEM RFIs, and managing delivery of the relevant information to ensure the FEMA CRC has enough information for either validation of project estimates or scoping and costing by CRC staff. As needed, we will assist the Town in providing FEMA with information necessary to conduct reviews for insurance, EHP, mitigation, and audit compliance.

Through our QA/QC process, Witt O'Brien's ensures that applicants adequately describe their recovery cost story so that the FEMA CRC fully understands costs and the nexus of the disaster. Too often, we find that the FEMA CRC and applicants engage in a "back and forth" RFI process that only serves to delay critically needed funding.

This is probably the shortest and simplest phase, and yet it is the most critical, as ***it triggers the Town's ability to effectuate recovery.*** Projects over certain thresholds (more than \$1 million Federal share) go through additional queues and congressional notifications—including, in some cases, the Office of Management and Budget and even the White House. These notifications can sometimes be held up for weeks or months. Our team is familiar with the requirements and will leverage our FEMA experience to keep the Town's projects flowing through the approval process. When requested, we will also assist the Town with development of scope and bid packages.

Thinking about and preparing for project closeout should begin immediately after the first dollar is obligated and continue throughout the grants lifecycle. This underscores the need to implement good document management and maintenance of comprehensive and auditable project documentation, in accordance with FEMA and OIG requirements and recommendations. Effective grants management and cash flow maximization depend on regular review of projects with priority adjustments, and real-time financial management that monitors obligations and tracks payments.

MONITORING AND RECONCILIATION

Post-award Monitoring & Cost Recovery

Outcomes:

Maximize and optimize approved funding with client recovery strategy

Once project applications have been obligated by FEMA, the funding will be available for drawdown by the recipient and disbursement to the Town. The process for requesting reimbursement from the State will be in accordance with the State Administrative Plan. Witt O'Brien's brings extensive experience in the post-award phases of the PA program, including the Request For Reimbursement (RFR), implementing grants management tools and systems to attribute disbursed funding from FEMA and the State to eligible projects and costs incurred, completing timely reporting, justifying requests for time extensions if necessary, and other grants management functions. Based on the thorough and accurate justification of eligibility described in the previous work, the post-award RFR process should be streamlined, ensuring timely reimbursement of eligible funding.

Monitor Project Compliance

We will coordinate closely with Town departments to track allocations and project expenditures to ensure minimal lapse of time between expenditures and the receipt of reimbursements. As projects are completed, we will work with the Town to conduct preliminary reviews of documents and files to provide assistance and oversight to facilitate and ensure appropriate progress payment requests can be made.

The final reconciliation of costs can then be recognized across affected departments and budgets. We will help ensure that the information collected for reimbursement aligns with the eligible SOW. In some cases, we might identify issues—such as a variation in scope or procurement irregularities—that indicate potential difficulties with seeking reimbursement. We will work with the department that generated the expenditure to justify and support any changes that can be addressed through codes and standards or similar published guidance such as industry best practices, journals, past precedents, and FEMA databases.

Support Quarterly Reporting

Witt O'Brien's will create and maintain quarterly reporting of outstanding PA applications and cash management reports. These reports will also provide insight into the flow of funds for the Town. We will submit all required reporting to FDEM quarterly and provide updates, as needed, to ensure the Town receives all funding in a timely manner and does not stall because of administrative tasks.

Address Time Extensions and SOW Changes

Some disasters create substantial damage that results in longer, more complex reconstruction processes and periods. In such cases, the applicant might need to request time extensions to the period of performance for certain projects. The process requires written requests detailing reasons for the delay, remaining funds available, a critical path chart, and a plan and schedule for completion of construction work. Our staff will help craft the requests, ensuring they are complete and compliant, and will make a recommendation to FDEM regarding pursuit of the extension with FEMA or other funders, as appropriate.

Document Management

Our personnel are specifically trained to ensure all documentation is organized to justify project expenditures per the approved SOW, and to do so in a format that meets FEMA and State requirements.

Similarly, the initial SOW prepared by the Town or FEMA may need to be changed for reasons such as newly uncovered damages, triggers for additional work by codes and standards, or repairs becoming more complex and costly than originally projected. This process also requires written requests detailing the scope items at issue, what triggered the need for the scope change, the dollar value associated with the scope change, and a proposed updated damage description and scope. We will assist with preparing the supporting documentation for the changes required, along with justification to prove that they are a direct result of the disaster.

Final Reconciliation & Closeout

Outcomes:
Reconcile individual grants & conduct applicant closeout

Through our experience, we know what FEMA has approved historically and what it has deemed ineligible. We have also kept pace with the flurry of PA program changes related to COVID-19 and other disasters. Having a thorough and fully substantiated set of projects, as described above, will provide a strong basis to explain prudent use of public funding to the general public during audits, internal reviews of financial and grants management, and any other external financial reviews. Witt O'Brien's will be available to support the Town during these reviews and audits based on our extensive experience in participating in these activities and resolving findings.

If work performed or costs incurred are deemed ineligible by FEMA, Witt O'Brien's will assist in the appeals process as set forth in Title 44 CFR Section 206.206. ***Our personnel have extensive experience in all phases of appeals under FEMA's PA program.***

Manage Project Closeout

Project closeout is the reconciliation and review of all documentation, project sites, and payment requests following the completion of work associated with each project's final actual cost claim. The closeout process will start when the Town notifies FDEM that the project is completed through quarterly reporting data and submit a written request for a project closeout.

We understand the complexity of this process and will help the Town ***navigate the full closeout process***, including preparing project funding requests; developing closeout packages; reconciling final funds; presenting copies of required permits, exemptions, waivers, bid documents, change orders, project filings, or other documents; reconciling accounts to justify claims/payments; recommending project version be prepared for unanticipated changes in scope or cost; conducting final site inspections; and representing the Town in exit conferences with the State and FEMA.

Our recovery teams typically establish a checklist-driven workflow to address closeout. Some common issues that impact the ability to close a project can involve:

- Open appeals or arbitration cases
- Problems with a validation of invoices related to vendor support
- Inability to demonstrate completion of work
- Subrecipient cannot demonstrate the cost share was met
- DOBs, including insurance proceeds
- Cost-reasonableness
- Open audit findings and reports

- Issues with EHP compliance
- Fidelity with codes and standards
- Equipment purchased disposition
- Program income earned and not handled correctly
- Not obtaining and maintaining insurance requirements post-award

All of these issues should be anticipated such that surprises at closeout do not arise. Therefore, we are strong proponents of “close as you go” with respect to PA and HMGP grants. Checklists for state PDMGs, HMA liaisons, and others for applicants/subrecipients are the first line of defense to ensure expectations are communicated from the Applicant Briefings all the way through to closeout. ***Further, as we experienced with GOSHEP and now with the USVI closeout, the recovery and mitigation workforce should be operating under a project closeout plan developed in conjunction with the FEMA Region that provides metrics in terms of subgrants to close every month, every quarter, and every year.*** These Key Performance Indicators (KPIs) should be established during the beginning phases of a disaster and the type and complexity of the disaster is likely to define those metrics.

Prepare Closeout Documentation and Conduct Final Reconciliation

As projects are completed, we will work with the Town to conduct preliminary reviews of documents and files to provide assistance and oversight to facilitate and ensure appropriate progress payment requests can be made. Particularly during closeout and auditing, we will collaborate closely with Town staff on funding reconciliation; locating bid documents; filing reports; submitting required exemptions, waivers, or permits; and finalizing documentation for inspection.

We will assist in developing a closeout package of documentation to the State that will support the final actual cost claimed for the project. We will review claimed project costs for alignment with the approved SOW for the project including contract documents, force account labor records, force account equipment records, rental equipment, materials, permits, and procurement requirements.

Prepare for Audits

There are many oversight functions that will assess the financial performance of FEMA subrecipients over the course of several years post-disaster. FEMA and FDEM will conduct monitoring through a Single Auditor who will conduct audits involving federal funding transactions, and the Department of Homeland Security Office of Inspector General (OIG) could select the Town's PA activities to audit. If there are findings involving questioned costs as a result of this oversight, FEMA can and will de-obligate funds, which could cause financial hardship to the Town if the amount is significant. ***FDEM will review the Town's projects at 100% compliance evaluation, with a review of all documentation to account for every dollar the Town submits for reimbursement. We will ensure the Town is ready for any oversight events including audits.***

Per the requirements of the Code of Federal Regulations 2 CFR § 200.302 Financial Management, we work with our clients to create the right processes that enable FEMA and the OIG to monitor and audit all expenditures and funding receipts. Our work minimizes the potential for de-obligation of funds.

Conduct Document Retention

Our document approach will allow the Town to seamlessly organize and retain data associated with a project from preliminary damage assessment to closeout. For example, data collected (e.g., invoices, damage photos, policies, contracts, donations, and volunteer services) can be uploaded immediately

to the appropriate grants file. Information warehoused in the system of record will help the Town respond to inquiries regarding insurance claims and others while supporting project closeout and the maximization of recovery funding.

Support State and Federal Correspondence

Witt O'Brien's can provide support and advisory services to address correspondence issued by FEMA or to develop issue memoranda or whitepapers to address projects, policy, or potential insurance and appeals issues. Our team will be immediately available to address all the needs of the Town in this respect. Our **proposed Project Manager, Laurie Carley**, will engage with designated Town staff early on to identify specific needs, eligible funding streams, and other support required.

2.2 APPROACH TO HAZARD MITIGATION GRANT PROGRAM SUPPORT

Effective mitigation is more important than ever for disaster-prone communities around the country, as both the risks increase because of climate change and more funding becomes available to address those risks. The most recent study from the National Institute of Building Sciences found that for every dollar spent on mitigation, society saves six dollars. Forward-looking communities know that making the most of the limited funding for mitigation has a substantial impact on their future.

Witt O'Brien's staff and leadership have extensive experience assisting communities in applying for FEMA's Hazard Mitigation Assistance Programs, including HMGP, BRIC, FMA, CDBG-MIT, and the new component of FMA called Swift Current that allows for repetitive loss and substantial damage funding during the disaster recovery timeframe under certain disasters. Since 2001, Witt O'Brien's has provided expert 404 and 406 hazard mitigation support following the most significant disasters in our nation's history.

We focus on helping our clients capitalize on every recovery dollar and avoid questioned costs, from the implementation of a 404 mitigation checklist to extending resiliency dollars, to our audit-proven QA/QC processes. Our processes also maximize rapid FEMA application approval, allowing the recipient or subrecipient to focus on implementation of their mitigation projects, rather than defending them.

Our comprehensive approach to hazard mitigation project development and management ensures well-documented sub-applications that can be approved and funded quickly, minimizing substantive FEMA RFI comments, and ensuring subrecipients can initiate projects to mitigate their risks in a timely and effective manner.

Our team will review and analyze grants applications and submit comprehensive and complete packages for FEMA review within established timelines. These include:

- Identifying hazard mitigation opportunities
- Assisting in the preparation of sub-grant application packages and documentation, including deed restrictions, affidavits, and all official legal correspondence
- Validating grants applications for consistency with mitigation plan and state priorities

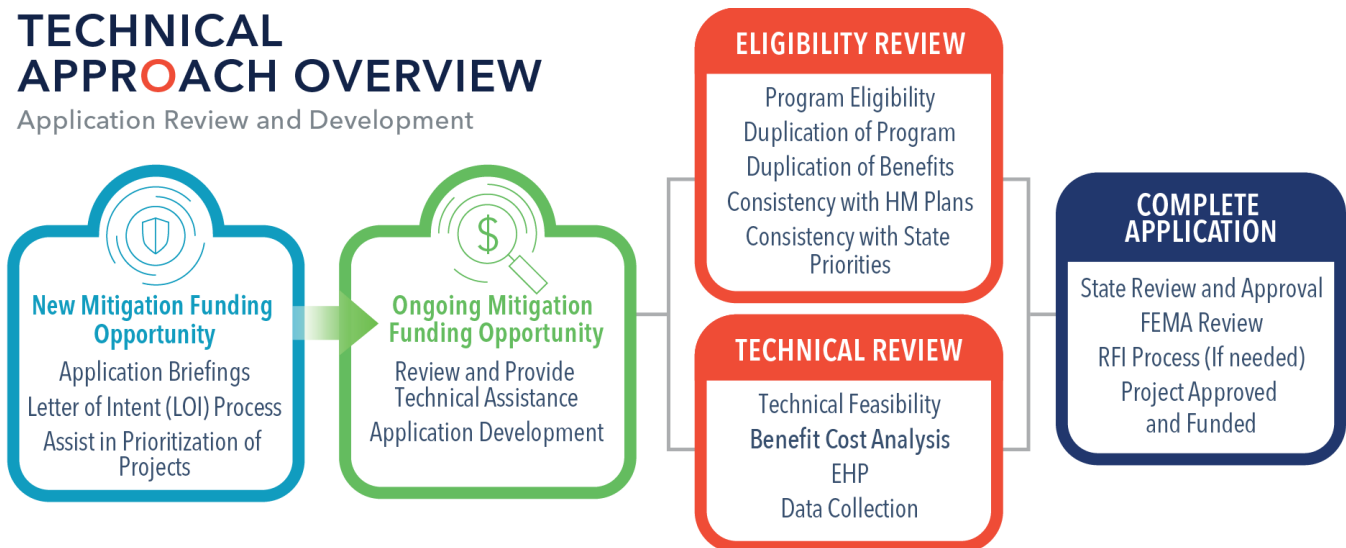
Since 2017, Witt O'Brien's continues to assist the USVI in developing and **implementing mitigation project funds across multiple disasters**. We have guided the Territory's Recovery Leaders on where and how best to utilize **pre- and post-disaster mitigation funding** to maximize mitigation actions throughout the Territory, resulting in **over \$830 million in mitigation projects** being developed.

- Conducting a thorough review for duplication of programs and duplication of benefits
- Completion of the FEMA Application Review Tool (ART)
- Record and data management of all related project materials
- Completing all project management tasks and monitoring project implementation in accordance with the grant

2.2.1 REVIEW, ANALYSIS, AND TECHNICAL ASSISTANCE OF SUBRECIPIENT APPLICATIONS

Exhibit 11 outlines our technical approach for assisting a community with the application development, review, and submission process, and includes steps for new funding opportunities and funding opportunities in process. Typically, there are challenges for the subrecipient with incomplete and unsupported applications (e.g., Does the application show mitigation through an increased level of protection? Is the BCA fully supported and favorable?). Our experts will assist with the application development process and reduce those challenges and the time allocation toward navigating the mitigation program complexities.

Exhibit 11: Technical Approach Overview



For new mitigation funding opportunities, our team will support the Town as needed, with applicant briefings and letters of intent; and assist with project prioritization. For any ongoing mitigation funding opportunity, our team will continue to support the Town with developing complete and defensible application packages, including all elements for an approvable BCA, scope of work, project schedules, EHP compliance, cost estimates, maps, photos, signature forms, etc. Effective scoping requires a team that not only has the technical capabilities to assess feasibility, cost-effectiveness, and environmental components of a project, but also knows how to ensure community support and navigate the eligibility complexities for FEMA's mitigation programs. The following sections provide more detail on the specific technical support areas and staff functions we will provide to support the Town with HMA programs.

Technical Assistance

We will assign SMEs to serve as consistent points of contact with Town staff, based on the relevance of their experience to identified mitigation and resiliency opportunities. These experts will be supported

by technical staff who bring specific expertise in critical areas, such as engineering reviews, BCAs, EHP, local building code standards and requirements, and other areas as needed. This type of approach ensures those who are considering applying for funds always know how to get their questions and problems resolved. It also provides easy access to the “right person” to answer questions or hold accountable when the situation warrants.

BCA Assistance

BCA is a method that determines the future risk-reduction benefits of a hazard mitigation project and compares those benefits to the cost of the project. The result is a BCR. A project is considered cost-effective when the BCR is 1.0 or greater. Applicants are required to use FEMA-approved methodologies (such as the BCA Toolkit) to demonstrate project cost-effectiveness.

Witt O'Brien's is deeply experienced in use of the BCA Toolkit, which is the accepted methodology for demonstrating a positive benefit-cost relationship. Our mitigation specialists will help prepare the most aggressive, yet justifiable, BCA for applicant projects. We are also able to provide BCA training, if needed.

The graphic features the FEMA logo in the top right corner. The main title reads "New BENEFIT-COST ANALYSIS Toolkit Now Available". Below the title is a diagram showing three interconnected circles: a computer monitor, a document with a checklist, and a person at a desk. Red dashed arrows connect these circles in a clockwise cycle. Text boxes provide details: "Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. FEMA requires a BCA to validate cost effectiveness of proposed hazard mitigation projects prior to funding."; "Version 3.0 of the Benefit-Cost Analysis (BCA) Toolkit is here, featuring a streamlined user interface and improved user experience."; and "This Excel-based tool is compatible with both Windows and Macintosh operating systems." At the bottom, there are two buttons: "Go to: [www.fema.gov/benefit-cost-analysis](\"http://www.fema.gov/benefit-cost-analysis\") for download instructions" and "If you need technical assistance, please contact the BCA Helpdesk at [bchelp@fema.dhs.gov](\"mailto:bchelp@fema.dhs.gov\")". A small note at the bottom left states "© 2013 FEMA is the source".

Environmental and Historic Preservation

FEMA EHP review can become a major delay in the HMA process if the appropriate focus and expertise is not utilized to facilitate agreements, documentation, and a rapid resolution of associated issues required to get through the processes outlined by the NEPA, Section 106 (Historic Preservation), and the numerous other Federal, state, and local legal and regulatory frameworks that govern the expenditure of Federal funds. Witt O'Brien's takes the approach of trying to resolve EHP issues programmatically whenever possible as opposed to a project-by-project strategy, so that negotiations and documentation requirements necessary to achieve resolution have the broadest possible impact. Our approach is to engage with FEMA, the State Historic Preservation Officer, the National Council on Historic Preservation, and others to work through questions and establish agreements on the approach to related issues as early in the process as possible.

Project Cost Estimating

Expert cost estimators can be available to assist in the development of a complete and comprehensive HMA grants application as needed. Witt O'Brien's estimators consider future and local cost conditions to ensure all possible costs are captured to reduce future project amendments. In addition, Witt O'Brien's cost estimators are well-versed in FEMA's cost estimating format (CEF), which reduces RFIs by providing justifiable project costs.

2.2.2 MITIGATION PROJECT IMPLEMENTATION

Once a grant application is awarded by FEMA, our mitigation specialists can help facilitate a kick-off meeting with the State to review the terms and conditions of the award. **Exhibit 12** presents our overall approach to project implementation.

Procurement

Procurement utilizing the correct federal process as outlined in 2 CFR can be very challenging for many subrecipients and is a leading reason for FEMA disallowing funds upon closeout. We will assist the Town with procurement of services needed to implement sub-grant awards, such as reviewing procurement documents prior to advertisement. Our widespread knowledge of the procurement process will reduce compliance issues and allow scope of work activities to remain eligible through the FEMA sub-grant closeout process.

Quarterly Reports

Our team will assist the Town in tracking project progress according to the approved project schedule, and completing the subrecipient quarterly reports. We will identify any deviations from the project schedule and then coordinate with the Town and vendors to discuss ideas for course correction or the need to modify the terms of the grant award. Any changes will require a formal schedule or scope modification with FEMA.

Project Amendments

If an amendment is required due to a necessary and unforeseen change in cost or scope, we will coordinate with the vendors to develop a project amendment package that is fully documented.

After FEMA approval, we will update project files to reflect the amendment details and continue with program management services. Witt

O'Brien's has developed more than 70 project amendment packages over the past 5 years, often due to changing conditions or cost elements related to the project implementation.

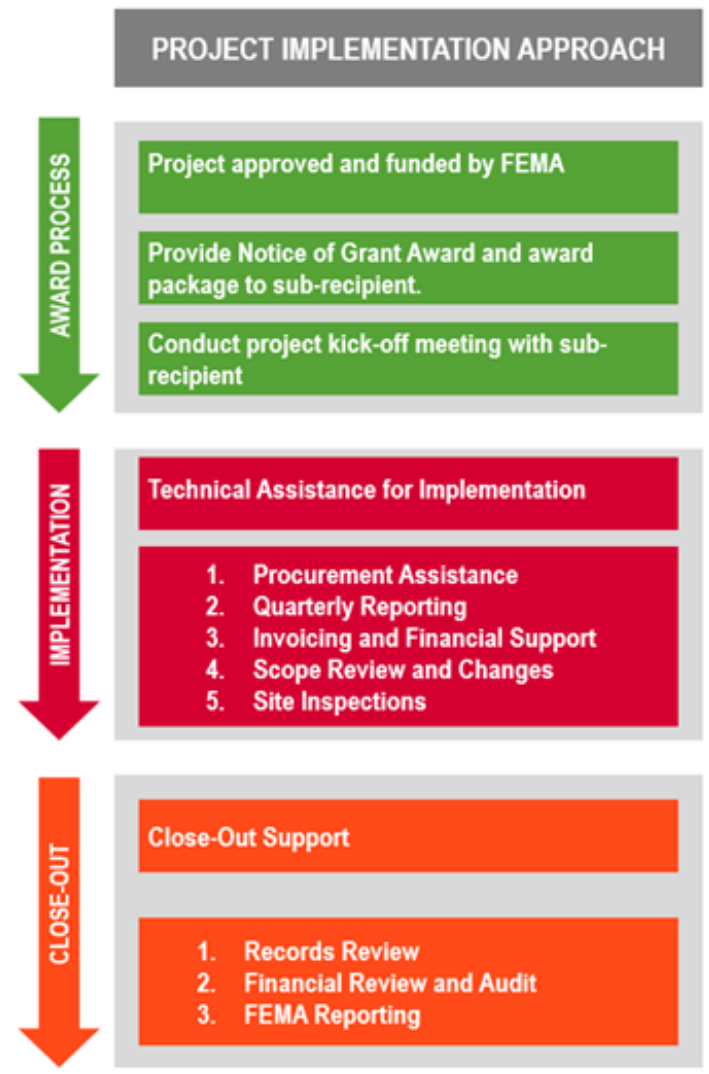
Invoicing and Financial Support

Witt O'Brien's will provide financial support to the Town with reimbursement requests. We will ensure payments are made in accordance with the Town's procedures and the terms of the grant award. Financial reviews will be conducted quickly, while protecting the Town from risk by ensuring compliance with all federal rules and regulations.

Closeout Support

For any projects in closeout, we will provide files in accordance with FEMA and State policy for records retention. Witt O'Brien's will complete a project closeout for all subgrants documenting procurement, grants completion, and payment in accordance with the award.

Exhibit 12: Project Implementation Process



2.3 WITT O'BRIEN'S APPROACH TO OTHER FEDERAL PROGRAMS

Witt O'Brien's approach to complimentary Federal funding programs—including, but not limited to, CDBG-DR, FHWA-ER, FTA-ER, and NRCS-EWP—similarly mirrors both the FEMA PA and HMGP programs discussed above, albeit with their own area of specific focus, eligibility of work that qualifies for the programs, timelines, and cost shares.

These programs are vital to the full recovery of a community and when funds are made available from their emergency and disaster relief initiatives, we will ensure efforts to seek available funding while remaining compliant with program guidelines are made, so there are no gaps in the funding and framework they operate within.

Witt O'Brien's has helped clients obtain millions of additional dollars by effectively braiding diverse funding streams and bringing that knowledge to the clients we serve to educate and empower them.

Our PA professionals understand the wider implications of recovery and the ever-growing programs around recovery and resiliency beyond just FEMA PA and HMA. For large public infrastructure projects, the option to utilize additional funding sources on their own, or to “braid” various eligible grants programs is a way to achieve a comprehensive project for which one program alone may be insufficient. Federal funding cannot duplicate other Federal expenditures, but a blended purpose can be achieved through multiple streams of Federal funding.

Our experience “**braiding**” federal funding programs includes but is not limited to: FEMA grants programs (e.g., PA and the HMA family of grants; HUD CDBG-DR and CDBG-MIT; Federal Highway Administration (FHWA) programs; Small Business Administration (SBA) programs; and the various programs available through the CARES Act and the U.S. Treasury's ARPA.

Under today's strained budgets and evolving regulatory environment, knowing what funding is available and how to bring innovation to increase funding opportunities is paramount to maximizing the dollars available. Critical to success for each of the funding streams is knowing what information is needed, how to gather it, how to document it, how to submit it, and how to manage the process all the way from grants initiation through closeout. This requires a comprehensive understanding of the various federal funding streams and processes (recovery funding as well as preparedness and response funding streams), state funding, and other requirements.

Witt O'Brien's understands the need for coordination among stakeholders at all levels, both internal and external, to execute the requirements of the various federal and state programs. **Exhibit 13** below depicts the interrelationship between these programs and agencies.

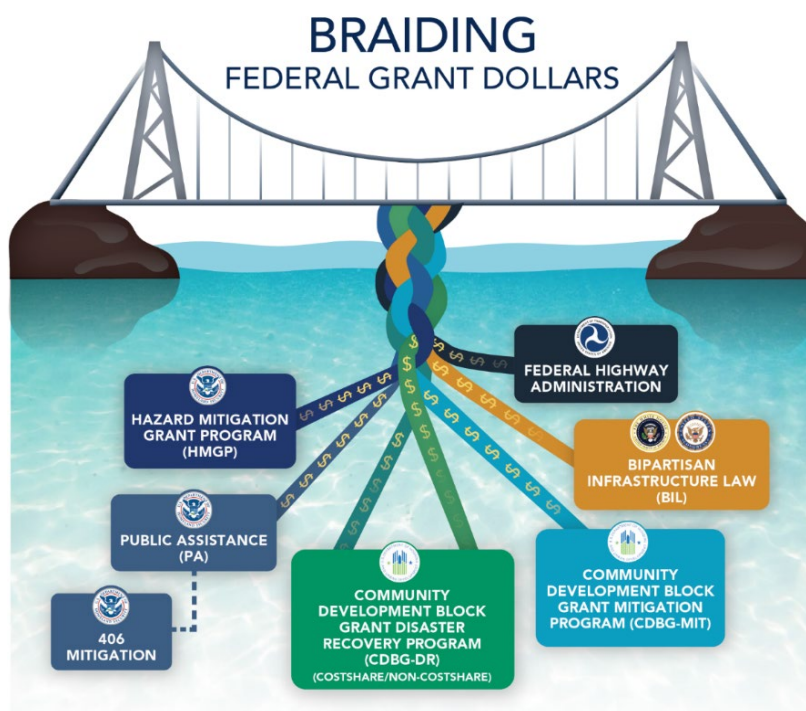
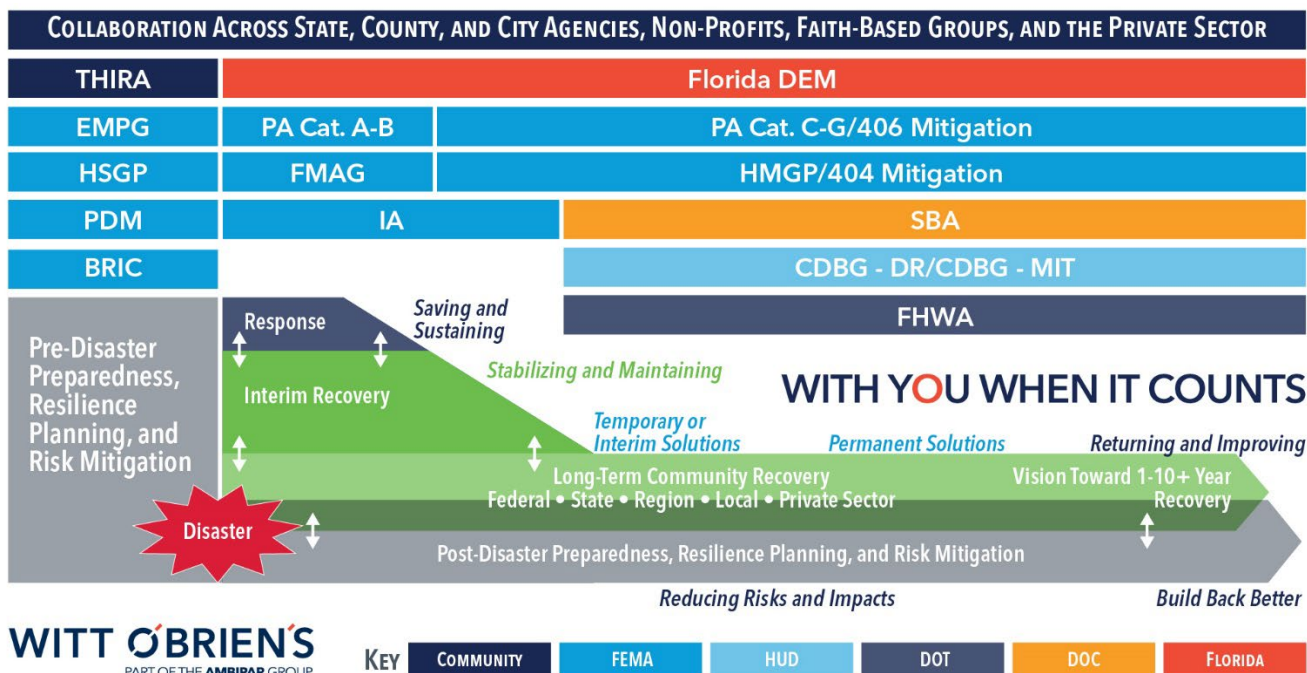


Exhibit 13: Interrelationship of Federal and State Emergency Management Grants Programs



Below we describe our approach to assisting our clients in using the funds of key programs listed in the Town's RFP. The Witt O'Brien's team will work with the Town to ensure maximum funding is available by braiding these funding streams and incorporating all federal and state requirements associated with each program. We will approach each individual grants source with the same attention and monitoring for regulations, compliance, audit, deadlines, etc.

Community Development Block Grant Disaster Recovery Program – CDBG-DR

The CDBG-DR program is a needs-based program that supports local communities in recovering from a disaster event by providing support in a variety of ways. Our approach to this funding stream includes working with our clients' departments responsible for oversight and implementation of this funding source to:

- Discuss past projects, areas of unmet need, and identify where this funding stream may be applicable based on past, current, and future needs.
- Ensure proper procurement processes are in place and comply with HUD and DEO requirements including eligibility review, long-term project viability, environmental impacts, financial feasibility, cost-reasonableness, and project time and schedule.
- Provide guidance during the rebuilding process, ensuring contractors understand timelines for program requirements such as wage requirements, payroll, and construction closeout. And ensure any necessary monthly and quarterly reports are submitted.
- Develop and maintain a comprehensive filing system for project files to streamline grants process monitoring by State DEO and HUD monitoring reviews.
- Support with acquisition activities for substantially damaged properties such as homes and local businesses, including documentation, checklists, and notices to property owners.

Federal Highway Emergency Relief Program – FHWA-ER

The FHWA-ER program is geared toward providing funding to repair and restore roadways, bridges, and associated functioning elements related to operation of same that are located on Federal Aid System-classified roads and are damaged as a result of a natural disaster. Our approach is to work with the client departments responsible for oversight and maintenance of these specific areas to:

- Determine emergency repairs vs. permanent restoration needs throughout the community based on program regulations.
- Help to estimate the extent of those damages and coordinate with the client's FDOT 1 ER Coordinator on the request for ER support.
- Manage expectations on what is eligible under each area of the program and map timelines to complete work and which Federal funding shares apply.
- Complete Detailed Damage Inspection Reports (DDIRs) with supporting information for approval.
- Complete all requirements for agreements and programs to complete the process.
- Help to implement and effect repairs and receive reimbursements.

Federal Transportation Emergency Relief Program – FTA-ER

The FTA-ER program provides funding to various types of public transit operators that have sustained damage and losses as a result of a natural disaster. Our approach is to work with the client departments responsible for oversight and maintenance of public transit areas to:

- Discuss areas of unmet need and identify where this funding stream may be applicable based on past history and potential new needs.
- Monitor the announcements and availability of the funding stream and where the awards will be made.
- Determine the priority of the needs based on eligibility in the program, funding share, and amount of funding that may be made available for the Town to access.

Natural Resources Conservation Service Emergency Watershed Program – NRCS-EWP

The NRCS-EWP program provides financial support to repair and preserve non-navigable bodies of water. This program requires an early awareness of what naturally flowing water body damages are the client's legal responsibility. Our approach is to work with the client departments responsible for oversight and maintenance of watershed-related areas to:

- Help determine where debris blockage, failure, erosion, and/or structural damage are present.
- Conduct outreach to the local NRCS office to get a determination on which areas are eligible to be presented for consideration.
- Assist with the collection and provision of preliminary documents to NRCS.
- Schedule and participate in inspection of the damages.

It is important to note that no physical repairs of damage should be conducted until a damage assessment is completed and a contract agreement is signed between the client and NRCS.

3. EXPERIENCE

For more than 20 years, Witt O'Brien's has been at the forefront of supporting public agencies with the nation's most significant disaster preparedness, response, recovery, and mitigation efforts. Our employees oversee complex recovery efforts for both natural and manmade disasters—putting boots on the ground—to restore and rebuild communities, making them more resilient.

3.1 EXPERIENCE IN FEDERAL FUNDING PROGRAMS

Our disaster cost-recovery services span single-project eligibility challenges to full grants management recovery offices with a large staffing complement, to a multi-scope, jurisdiction-wide recovery office supporting strategic recovery advisory services addressing all aspects of a disaster. Our philosophy and approach are focused on establishing a strong partnership to maximize cost recovery based on the program funding available.

Witt O'Brien's has unparalleled experience and knowledge in all HMA programs, including 44 CFR, 2 CFR 200, and HMA Policy Guidance, including the HMGP, legacy PDM, BRIC, and FMA. Witt O'Brien's has provided expert 404 and 406 hazard mitigation support following the most significant disasters since 2001. We have been involved in thousands of recovery projects across FEMA, HUD, FHWA, FTA, DOI, NRCS, and EDA.

We have participated in thousands of site inspections, influenced interpretations in federal policy, written scopes of work, developed cost estimates, and secured funding for thousands of projects, provided master planning and design services, and served as a trusted Owner's Representative for large-scale recovery projects. We have established good working relationships with senior local, State and FEMA personnel, as well as with CRC teams and understand how to collaborate with them and challenge them successfully, as appropriate. We keep the current status of virtually every recovery project we are involved with, what the next steps and risks are for each, and precisely what is needed to resolve issues and expedite implementation. We have been able to handle and win tough negotiations without damaging client relationships with funding agencies.

Some highlights of our FEMA PA and HMA experience and expertise include:

- Developing more than **80,000 FEMA PA project applications** and obtaining and administering more than **\$40 billion in PA funding**
- Documenting and administering **thousands of hazard mitigation projects valued at more than \$3.5 billion**
- Managing more than **\$100 million in mitigation implementation** for residential mitigation, drainage, retrofit, etc. type projects
- Advising more than 100 grants management clients on administering over **\$15 billion** in COVID-19-related funding



We are especially proud of our recent success and ongoing work helping the USVI secure and execute **more than \$14 billion in FEMA PA, Mitigation, and HUD CDBG-DR recovery funding since 2017**. Our team engineered and implemented numerous programs to assist the island territory as it managed its recovery from the devastating impacts of Hurricanes Irma and Maria. This work has included the execution of PA, HMGP, CDBG-DR, Shelter, emergency housing repair, and highway programs. We are now beginning support for construction management and continuing to work multiple mitigation programs to make the USVI more resilient against future storms.

We help our clients easily satisfy the inevitable audits from the Office of Inspector General (OIG). Many times, OIG audits are performed long after the public officials who managed the recovery have moved on to other responsible positions. A qualified and experienced consultant will foresee this and other challenging situations that require intuitive thinking.

We have unparalleled success in BBA implementation. We know the intricacies of the BBA law and FEMA's BBA Policy and have a strong track record of success in implementation.

- We assisted our clients in achieving FEMA approval of six BBA Industry Standards (water, wastewater, healthcare, education, communications, emergency services).
- We helped one client win approval of 190 Replacement facilities so far, including 174 as BBA Prudent Replacement or BBA Modified 50% Rule Replacements, notably hospitals, clinics, homes for the aged, schools, water, and wastewater including reversing FEMA's determination on several high-priority projects.

We achieve success on 428 projects and getting Fixed Cost Offers that meet or exceed our clients expectations.

- For one client, to date we have supported a total of 176 Section 428 projects through Fixed Cost Offers, including 165 that are already obligated.
- We are currently working on the remaining 77 Section 428 projects, most of which are in the Grants Manager system with projected Scopes of Work and Cost Estimates for FEMA validation.
- We have a team of the very best Cost Estimators in the business who have convinced FEMA thus far to add a cumulative additional \$1.83B to 428 projects.

We have supported our clients with extremely successful hazard mitigation programs. We helped convince FEMA to waive the Local Cost Share of the HMGP for the first and only time in FEMA history. We helped justify several program application submittal extensions and ensured all FEMA reporting and submission requirements were met on time for each of the extensions.

- We have added billions of dollars to 406 Hazard Mitigation funds through the FEMA PA program.
- For one client of 100,000 residents, we developed a global BCA providing a pool of \$2.3 billion, which has enabled a local electric authority to install thousands of disaster resilient composite poles and underground power in key areas.
- Through close coordination of Mitigation and PA staff, we have added hundreds of millions in 406 Hazard Mitigation funds through the FEMA P program with hundreds of millions of additional 406 Mitigation funds in development.

We won HUD's confidence in the early stages of CDBG-DR work.

- We completed initial HUD CDBG-DR Action Plans and substantial amendments ahead of schedule and gained HUD approval with minimal comments.
- We convinced HUD to increase the CDBG-DR/MIT allocations to one of our clients by \$200 million by proving the high cost of construction.
- We convinced HUD to increase our clients CDBG-DR allocation by hundreds of millions by proving the high cost of construction due to their remote location.

We have a long history in supporting applicants in Florida.

Beginning with Hurricane Charley's impact on Southwest Florida in 2004, we have supported almost 50 Florida clients across 16 counties, 3 utilities, 2 school boards, 2 hospitals, and 24 municipalities.

- Our experience providing cost-recovery services in Florida working with FEMA Region IV, FDEM, and FDOT has afforded us an understanding of how the grants recovery ***process works in Florida and who the key stakeholders are, as well as the ability to work with the contractor community that supports the state-level agencies.***
- Furthermore, as former contracted FDEM employees, we have been trained in using the site www.floridapa.org and can support the Town's staff with quarterly reporting, requests for reimbursements, supporting documentation, etc.

The Witt O'Brien's Team Difference

EXPERIENCES

- Florida FEMA PA since 2004
- \$40B in FEMA Funding
- \$4B+ in Florida FEMA PA Funding
- 29 Florida Agencies with FEMA PA

RESOURCES

- Key Staff with 20 Years Average Experience
- Sarasota County Office
- Currently on the Ground Supporting Hurricane Ian Response + Recovery

Exhibit 14 provides a snapshot of our success managing projects focused on mitigation and disaster recovery grants management and cost-recovery services nationwide—starting with our engagements in Florida—further validating our ability to deliver.

Exhibit 14: Client Success Stories Through Federal Disaster Recovery Funding

Client	Funds/Grants Managed
State of Florida	\$4 billion in PA and HMA funding
School Board of Broward County	\$53.6 million in PA funding
City of Miami, Florida	\$34.1 million in PA funding
Hillsborough County, Florida	\$19.4 million in PA funding
City of Coral Gables, Florida	\$13.9 million in PA funding
Town of Davie, Florida	\$11.7 million in PA funding
Indian River County, Florida	\$10.0 million in PA funding

City of Orlando, Florida	\$8.8 million in PA funding
City of Pompano Beach, Florida	\$5.8 million in PA funding
Town of Southwest Ranches, Florida	\$4.5 million in PA funding
City of Oakland Park, Florida	\$2.7 million in PA funding
Territory of USVI	\$15 billion in FEMA PA and HMA, and HUD CDBG-DR funding
State of Louisiana	\$14 billion in PA funding and \$2 billion in HMA funding
State of Texas	\$2.2 billion in ERAP and HAF funding
States of Iowa and Indiana	\$1.5 billion in PA and HMA funding
King County, Washington	\$1.2 billion in PA, CARES Act, ERAP, and ARPA funding
State of Kansas	\$1 billion in PA, CARES Act, CDBG-CV, ERAP, and HAF funding
State of New Jersey	\$950 million in PA and HMA funding
University of Texas Medical Branch	\$800 million in PA and HMA funding
State of New York	\$539 million in HAF funding
State of West Virginia	\$400 million in ERAP, ARPA, and HAF funding
City of Galveston, Texas	\$300 million in PA and HMA funding
Minnesota Housing	\$298 million in ERAP funding
City of Houston, Texas	\$200 million in PA and HMA funding
State of Alabama (AEMA)	\$143 million in PA funding
Jefferson County, Alabama	\$115 million in COVID-19 funding (CARES)

3.2 REFERENCES AND CONTACT INFORMATION

Below we provide references for projects of similar size and scope, including accomplishments and contact information.

Client	School Board of Broward County, Florida
Contact Information	Victoria Stanford, Manager, Emergency Management (retired) 954-562-1274, Stanford.vb@gmail.com
Period of Performance	2008 – Present
Project Summary	Scope of Work: Disaster Recovery Services Witt O'Brien's provides SBBC with Disaster Recovery Management Services—supporting them through Hurricanes Frances, Jeanne,



Katrina, Wilma, Matthew, and Irma, and Tropical Storms Rita and Fay. The funds for these projects (2004 – present) amount to the management of **over \$64 million** in PA grants, representing approximately **577 projects** across FEMA Categories A, B, E, and G.

We have conducted on-site inspections; gathered voluminous supporting documentation; prepared initial PWs and revisions; gathered, reviewed, and compiled relevant documentation for final inspection and closeout, including submitting requests for reimbursement, project time extensions, and appeals for reimbursement for disasters dating back to 2004.

Key Project Highlights:

- Supporting SBBC in an official OIG audit of 2005 disaster funding in the amount of almost \$15 million in grants funds.
- Reconciled SBBC insurance claims for Hurricane Wilma resulting in the submittal of new claims totaling over \$3 million processed and paid by the carriers seven years after the disaster occurrence.
- Provided all-inclusive grants management assistance, including executive briefings.
- Wrote, compiled, and submitted appeals amounting to over \$1.7 million in recovered funds.
- Assisted SBBC after Hurricane Irma when the District incurred approximately \$22 million in disaster expenditures.
- Monitored the removal of 37,000 cubic yards of debris and supported reconciliation, obligation, and reimbursement of 36 PWs.
- Submitted COVID-19 applications in excess of \$5 million in costs incurred for cleaning and sanitization, purchasing of PPE, and installation of social distancing measures districtwide.

Client	Hillsborough County, Florida
Contact Information	Mark Martinet, Budget Manager, Capital Team; 813-272-6215, martinetm@HCFLGov.net
Period of Performance	2017 – 2019
Project Summary	Scope of Work: FEMA PA Services Following Hurricane Irma (2017), Witt O'Brien's was contracted to identify and develop a FEMA Damage Inventory in collaboration with the County Capital Projects Budget Director. Over the course of providing a full range of cost recovery operational services, we conducted interagency and municipal coordination in partnership with 36 representatives across the jurisdiction to identify FEMA Category A through G eligible damages. Total value of PA grants was



\$19.4 million. In addition, we delivered **cost recovery program implementation assistance** as well as **other grants support** that enabled the County and its stakeholders to maximize disaster recovery reimbursements.

Key Project Highlights:

- Assisted applicant and FEMA in conducting assessments and completing damage assessment documentation.
- Wrote Category A through G damage descriptions and cost narratives and closeout-ready documentation.
- Managed **data collection, coordination, and documentation** of disaster-related repairs and other eligible costs, including obtaining justification and supporting collateral.
- Ensured a full **financial accounting and detailed documentation** of all disaster-related activities and costs.
- Provided **general financial and grants management support** in working with the County's payroll department.
- Identified and assessed risk mitigation opportunities and costs associated with the permanent repair of disaster-related damages. We worked with various department representatives to formulate **risk mitigation proposals for FEMA review and approval**.

Client	University of Texas Medical Branch at Galveston
Contact Information	Steve LeBlanc, PE, Associate Vice President, Business Operations and Facilities Risk Management, 409-772-3586, sjleblan@utmb.edu
Period of Performance	2010 – present
Project Summary	Scope of Work: Mitigation Projects For the University of Texas Medical Branch (UTMB) in Galveston, Witt O'Brien's worked closely with the university after Category 2 Hurricane Ike caused widespread damage to the island and UTMB. The UTMB utility plants and most of the buildings sustained severe damage from floods or wind. Project highlights: ▪ Our team conducted site inspections, highlighted nuances of Federal regulations to maximize funding opportunities, developed documentation and verification of damages, quantified cost details, and championed opportunities for UTMB under the 406 hazard mitigation provisions of the FEMA PA program.



- Acting as UTMB's representative, we negotiated with FEMA to resolve eligibility issues and increase PA awards, including scope alignment to projects that were missed in FEMA's initial assessment.
- Under the 404 HMGP, Witt O'Brien's developed applications and implemented projects totaling \$75 million; all of which are closed out with TDEM and FEMA Region VI.
- In 2019 we developed a retrofit application for the University's Trauma Center, under the FEMA Pre-Disaster Mitigation Program, which was awarded for \$12.5 million.
- Witt O'Brien's continues to work with the University identifying and managing mitigation projects through CDBG-MIT and BRIC funding opportunities.

Client	City of Orlando, Florida
Contact Information	Michelle McCrimmon, CPA Deputy Chief Financial Officer Office of Business and Financial Services Work: 407-246-2142 / Mobile: 321-230-7459 michelle.mccrimmon@orlando.gov
Period of Performance	2004 – Present
Project Summary	Scope of Work: FEMA PA Cost Recovery Witt O'Brien's has supported the City of Orlando's emergency management efforts since 2004. We were originally engaged to provide cost-recovery operational services dating back to the 2004 Florida Hurricanes Charley, Frances, and Jeanne. Key Project Highlights: ▪ Our original tasks included recovery grants management and FEMA PW preparation assistance. We were subsequently engaged in 2015 to support the FEMA appeals process related to any insurance de-obligations sustained during that agency's audits and evaluations of Florida Applicants from the 2004 and 2005 storm events. Moreover, we provided additional expert-level support in the preparation of the City's disaster debris hauling RFP and the resulting contract with the awarded vendor in 2016. ▪ Our team most recently assisted with documentation collection and review in preparation to submit PWs to FEMA for damages resulting from Hurricane Matthew in 2016 and Hurricane Irma in 2017, combined totaling approximately \$8.8 million in damages obligated in projects. The Irma efforts also involved supporting and enabling the City to navigate the new FEMA PA delivery model for PW preparation using the FEMA Grants Portal.



Client	City of Pompano Beach, Florida
Contact Information	Kimberly Cristiano, Emergency Manager Office: 954-545-7799 Cell: 954-242-0565 kimberly.spill-cristiano@copbfl.com
Period of Performance	2011 – present
Project Summary	Scope of Work: Disaster Recovery Grants Witt O'Brien's was retained by the City of Pompano Beach in 2011 to assist with cost-recovery operational services including project inspection and final closeout for all of the City's Hurricane Katrina and Wilma FEMA PWs. In addition to these efforts, we provided the City with cost-recovery program implementation planning and training services in support of its pre-disaster preparedness efforts and the creation of an electronic Disaster Claims Management System. That system was designed to store the City's disaster management policies, recovery regulations, templates, guides, and other documents on the City's own computer server. Part of this support included the creation of a user manual and systems training for City staff. Other key project highlights: • We provided appeals support for insurance de-obligations that the City sustained 10 years after Hurricane Wilma, due in part to OIG findings against several grants applicants across the State of Florida. Our team provided guidance and key information about appropriate eligible activities. • We supported the City in data collection, coordination, and documentation of these claims to facilitate accurate, defensible, and timely reimbursement. • We were activated again to assist Pompano Beach with other grants support and program management services for their response to Hurricane Matthew (October 2016). The Witt O'Brien's team was tasked with the review and compilation of FEMA reimbursement packages for both Category A debris removal and Category B emergency protective measures costs for labor, equipment, materials, generator usage, and grants management support. • Subsequently, we were engaged in grants management tasks and the completion of an After-Action Report (AAR) for Hurricane Irma. The City required 22 FEMA PWs in Categories A through G, documenting more than \$5.7 million in disaster-related expenditures. • Currently we have been tasked with providing COVID-19 cost-recovery support for Pompano Beach to capture costs related to COVID-19 testing and vaccination support.



Client	City of Fernandina Beach, Florida
Contact Information	Ty Silcox, Fire Chief, 904-310-3151, tsilcox@fbfl.org
Period of Performance	2016 – present
Project Summary	Scope of Work: Recovery and Mitigation Services Witt O'Brien's was retained by the City of Fernandina Beach to provide overall FEMA grants management support and is providing cost recovery and hazard mitigation efforts resulting from impacts to the City from Hurricanes Matthew and Irma. Key Project Highlights: - Following Hurricane Matthew, we assisted the City with preparing a comprehensive project application covering the scope and cost eligibility for the repair of its Marina, an important and valuable City landmark. During discussions with various FEMA teams over the years, the marina dock replacement project was reduced to a repair project worth 10% of the replacement value. Based upon the City's disagreement with the decision, Witt O'Brien's worked with the City Manager and outside engineers to prepare the first appeal for the project which was submitted to FEMA by the State of Florida in October 2020. Based on FEMA's delayed response to the appeal, the City Manager explored other options including arbitration based on Witt O'Brien's recommendation. When the time came and FEMA let the 180-day mark slip by in April 2021, the City subsequently withdrew the appeal and filed for arbitration with the Civilian Board of Contract Appeals (CBCA) with the assistance of an experienced legal firm. FEMA settled quickly after the arbitration was filed and before having to go to court. The City was awarded the full eligible scope and reasonable costs for marina dock replacement. - Following Hurricane Irma's impact to Florida, Witt O'Brien's identified and prepared 19 project applications with damages totaling \$1.6 million. All projects were populated in FEMA's Grants Portal, submitted to FEMA, and transferred to the Consolidated Resource Center (CRC) as of March 2018. Part of this effort included supporting mitigation application development services for the Fernandina Beach Downtown Drainage project, a design and upgrade of the stormwater infrastructure system. The project increased drainage capacity and provides positive outfall under all tide conditions, thereby reducing flooding in the project area. The value of the project is approximately \$2.7 million to date. This project was approved by FEMA for Phase 1 Engineering and Design work, and Witt O'Brien's is currently assisting the City with the Phase 2 Project Development.



Client	Town of Davie, Florida
Contact Information	William Ackerman, Director Office 954-797-1050 wackerman@davie-fl.go
Period of Performance	2008 – present
Project Summary	Scope of Work: Grants Consulting Services Witt O'Brien's has worked with the Town of Davie since 2008 to provide pre-disaster preparedness, disaster debris management plan preparation, and training services. Key Project Highlights: • In 2016, Witt O'Brien's provided disaster grants management for Davie in response to Hurricane Matthew, preparing one Category B project to capture the Town's costs for emergency preparedness measures, totaling \$210,000. • In 2017, following Hurricane Irma, Witt O'Brien's conducted disaster debris monitoring and FEMA grants management activities. We monitored the removal of approximately 473,000 CY of debris as well as 151 leaning trees and 1,519 hanger trees. We assisted with the preparation and submittal of 24 FEMA PWs in Categories A through G totaling over \$11.9 million. • Currently we are providing technical advisory support to the Town for their allocation of the American Rescue Plan funding related to COVID-19.



4. CAPACITY TO PROVIDE REQUESTED SERVICES

Our proposal validates that we bring the expertise and experience needed to support the Town through this process—complemented by relationships with FDEM and FEMA Region IV developed over the past two decades.

Witt O'Brien's is nimble enough to respond quickly to the needs of the Town and possesses the depth of resources, experience, and expertise necessary to provide high-quality, reliable services. As our nation grapples with aging infrastructure, rapidly changing demographics, population growth and movement, and climate change impacts, communities face an increasing number of natural, human-caused, and technological crises. ***The Witt O'Brien's team is continually evolving our expertise, our people, and our tools to meet these increased demands.***

The Witt O'Brien's project team, as well as the firm, is structured to ensure capacity to meet both anticipated and unanticipated needs. We have organizational processes and systems that support ***our ability to rapidly deploy and scale our capabilities.*** Although we are still providing our clients with ongoing support for legacy events (e.g., hurricanes as far back as Harvey), our firm has been able to respond effectively to the storms of 2021, COVID-19, the Amplify Energy Oil Spill in California, and most recently to Hurricane Ian.



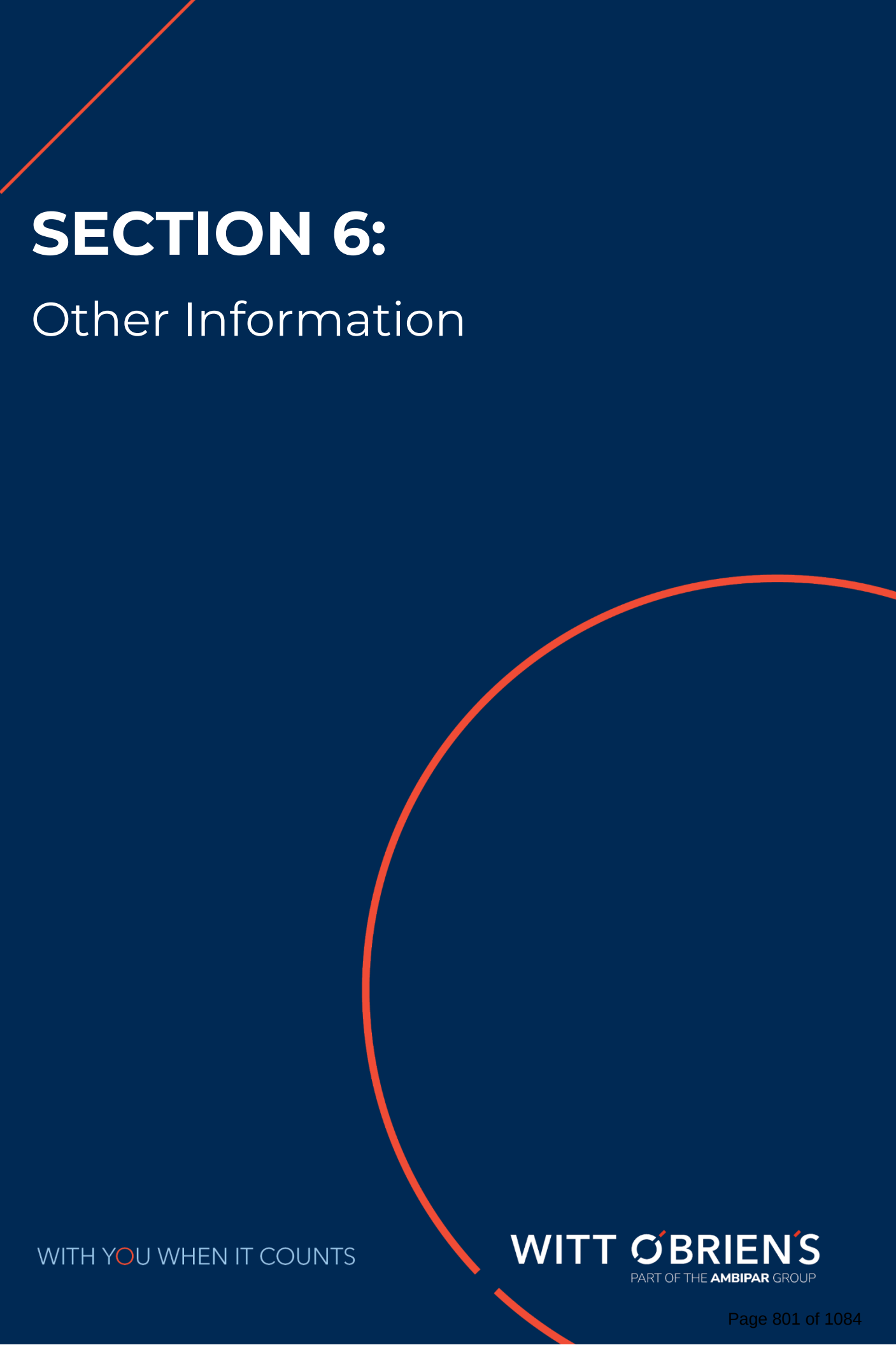
Witt O'Brien's has the in-house expertise to address the most difficult recovery challenges. Our disaster cost-recovery services span single-project eligibility challenges to full grants management recovery offices with a large staffing complement, to a multi-scope, jurisdiction-wide recovery office supporting strategic recovery advisory services addressing all aspects of a disaster.

As required by the RFP, **Exhibit 15** presents our current projects in FEMA PA, FEMA PA 406, and 404 HMGP and the number of Witt O'Brien's staff actively supporting each. It is important to note that the resources presented reflect staff assignments and not necessarily full-time support. We use a matrixed organization structure in order to staff projects most effectively. Projects are assigned to specific staff members based on their skills, experience, availability for the project, and the time required to complete them. Given the ebb-and-flow nature of our consulting services, we are able to staff the most qualified people on a project and dedicate them to the project, while also allowing any spare time to be

used for other projects. This approach results in a dedicated but very efficient use of staff, while also facilitating the immediate movement of staff to support emergency project surges, should clients require additional unforeseen support.

Exhibit 15: Current Project Staffing

Client - Public Assistance Services	State	Resources	Client - PA & 406 Hazard Mitigation	State	Resources
Beverly Hills, City of	CA	3	Bay Medical Center Board of Trustees	FL	1
California State University	CA	2	Clay Electric Coop	FL	2
Charlotte County	FL	2	Edgewater, City of	FL	2
Hernando County	FL	1	Gainesville Regional Utilities	FL	2
Indian River County	FL	1	Ponce Inlet	FL	1
North Broward Hosp. District	FL	2	Port of South Louisiana	LA	3
St. Augustine, City of	FL	2	Erickson Living	MD	2
Tampa, City of	FL	2	Pine Knolls Shores, Town of	NC	1
Pinellas County	FL	2	East Dover Fire Company #4	NJ	1
SBBC	FL	1	Toms River, Township of	NJ	2
South Broward Hosp. District	FL	2	Albany Medical Center	NY	1
Davie, Town of	FL	2	Suffolk County	NY	1
Pompano Beach, City of	FL	1	Upper Dublin Township	PA	2
Archbold Medical Center	GA	1	University of Texas Medical Branch	TX	2
Pottawattamie County	IA	1			
Kansas, State of	KS	1	Client - 404 HMGP Services	State	Resources
Englewood Housing Auth.	NJ	1	Fernandina Beach	FL	2
Cobble Hill Health Center	NY	1	University of Texas Medical Branch	TX	2
Richmond Univ. Medical Ctr	NY	2	United States Virgin Islands	USVI	5
Delaware County	PA	4	Gloucester County	VA	3
Galveston Co. Health District	TX	2			
USVI Gov't of the VI	USVI	50			
King County, WA	WA	3			
Snohomish County	WA	1			

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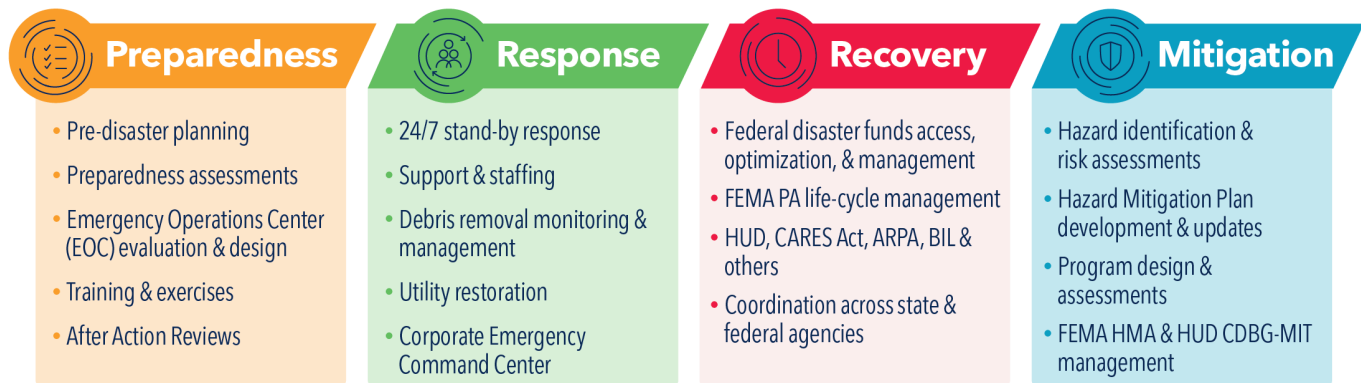
SECTION 6:

Other Information

ADDITIONAL VALUE-ADD SERVICE OFFERINGS

At Witt O'Brien's, *we work with our partners to build community resilience, strengthen local capabilities, and enhance preparedness.* Unlike other firms that may have a single division working in disaster and crisis management, Witt O'Brien's primary focus has always been on comprehensive disaster management to achieve the best outcome for the governments and communities we serve. As shown below, we provide fully integrated program design, delivery, and management services—from preparedness and planning to disaster response, recovery, and mitigation operations.

Witt O'Brien's Service Offerings Span the Full Emergency Management Cycle



Grant Management Strategy Development

To address the loss of special and general fund revenues, we can assist in the development of a comprehensive funding strategy to guide the Town during the recovery period. After disasters, many jurisdictions take the opportunity to comprehensively evaluate their non-disaster-related grants capture administrative structure and strategies, and develop a long-term program to institutionalize the pursuit of grants opportunities to augment their operating and capital budgets. For multiple clients, Witt O'Brien's has developed an innovative funding strategy development process.

We find ways to maximize funding by taking inventory of the current portfolio and leveraging existing resources as needed (e.g., cost share requirements) or braiding funding to support the total cost of a project as we do expenditure mapping. We help define the purpose and intent of a potential usage of the funds, along with the appropriate relationship (contractor, subrecipient, or beneficiary) and funding mechanism (grants program/notice of funding availability vs. procurement). We create centralized tracking of all funding opportunities, allocation updates, application timelines, and funding guidelines. We help clients rethink and redesign their grants management approach to create a more centralized, transparent and efficient process to address numerous community needs on an ongoing basis.



Housing Program Support

To address the state's affordable housing challenges, we can provide a team of experts to design and implement new programs and accelerate existing initiatives, while maximizing the funding sources and ensuring compliance with program rules and initiatives. Our team of federal policy and program

experts also bring in-depth knowledge of the laws and regulations critical to the success of any CDBG-DR program including the development of HUD-required Action Plans and amendments required for the distribution of funds to the local jurisdiction.

In addition, Witt O'Brien's has provided technical assistance for a variety of disaster housing and sheltering programs, including a unique Sheltering and Temporary Essential Power (STEP) program. We have worked with both non-congregate and congregate sheltering programs. More recently, we have been recognized for our expertise in the COVID-19 Emergency Rental Assistance Program (ERAP) through the two funding streams and the ARPA-funded Homeowner's Assistance Program—both designed to keep residents in their homes.

Resilient Community Planning Program Support

The frequency and cost of natural disasters is increasing, and climatic changes threaten to further aggravate this trend by increasing the severity and duration of natural hazard events that our communities must face. Tragically, these events are resulting in more instances of loss to human life and economic



devastation. Climate adaptation planning is one method communities can use to identify ways they could be impacted by future unknowns—and to prepare for those situations. We assist clients in enhancing community resilience through the development of a multi-tiered cyclical process that encompasses immediate, intermediate, and long-term actions requisite in accomplishing a resilient community. Our team utilizes the U.S. Climate Resilience Toolkit to assess vulnerability and identify feasible implementation strategies for risk reduction. We bring the capability to solicit public input in plan development, socialize planning products, and foster positive community relations.

Disaster Preparedness Services

We have delivered a wide range of pre-disaster preparedness support to multiple clients at all levels of government and across the private and non-profit sectors. These include pre-disaster recovery plans and financial cost-recovery plans and annexes; operational tools, checklists, job-aids, and playbooks in support of disaster recovery operations; Threat and Hazard Identification and Risk Assessments (THIRAs); Emergency Operations Plans (EOPs) and Comprehensive Emergency Management Plans (CEMPs); and COOP/Business Continuity Plans (BCPs) and related annex components.

EXAMPLES OF OUR PREPAREDNESS PLANS & DELIVERABLES

WITT O'BRIEN'S

- Emergency Operation Plan
- Pre-Disaster Recovery Plan
- Cost Recovery Plan
- EOC Operations Plan
- Hazard Mitigation Plan
- Threat and Hazard Identification and Risk Assessment (THIRA)
- Comprehensive Emergency Management Plan
- COOP/COG Plan and Business Continuity Plan
- Pandemic Response Plan/Annex
- Volunteer and Donations Management Plans/Annexes
- Sheltering Plan/Annex
- Mass Care Plan/Annex
- Commodities Point-of-Distribution (CPOD) Plan/Annex
- Severe Weather Plan/Annex
- Utility Outage Plan/Annex
- Flood Response Plan/Annex
- Debris Management Plan
- Evacuation Plan
- Healthcare Surge and Alternate Care Site Plan

In support of these planning elements, we have also delivered countless hours of training (both FEMA-standardized and custom-designed) and Homeland Security Exercise and Evaluation Program (HSEEP)-compliant exercises, ranging from targeted and community-wide workshops to tabletop, functional, and full-scale exercises. Witt O'Brien's also brings decades of experience providing AARs

and improvement Plans (IPs) to effectively guide communities to improved responsiveness and resilience. Our primary focus for AARs/IPs is to ensure our clients can use our reports to drive real improvement in their missions; each of our reports provide solid, practical, actionable recommendations.

Crisis and Strategic Communications

Our understanding of disaster response and recovery includes our innate awareness of the importance of effective communication because we know that disasters and emergencies rarely occur in a single moment. In our experience, situations develop, each at their own pace, occasionally escalating, then slowly and unevenly subsiding. Throughout that progression of unpredictable events, you must remain alert to every change, consider its impact, listen—and manage your message. We bring fully integrated crisis communications, crisis management, strategic communications, and emergency management solutions.

As a full-spectrum emergency management consultancy, we are well-versed in all functions of emergency management, the NIMS, and the Incident Command System (ICS), as well as the important role EOCs play in facilitating emergency communications, coordination, and incident command. Our firm has maintained an Emergency Command Center (ECC) as the foundation for our emergency response management services. This NIMS-compliant ECC, located in our corporate offices in Houston, Texas, is staffed 24/7/365 and provides services of approximately \$14 million annually.





SECTION 7:

Cost

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S
PART OF THE **AMBIPAR** GROUP

NAME OF CONSULTANT Witt O'Brien's, LLC

Proposal Number RFP-23-07-AD

SCHEDULE OF PROPOSED PRICES/RATES

Position	Hourly Rate*
Subject Matter Expert (SME) - PA Policy	\$170.00
Subject Matter Expert (SME)	\$170.00
Subject Matter Expert (SME) - Land Use Planning	\$170.00
Assistant Project Manager	\$125.00
Project Manager	\$145.00
Senior Grant Specialist	\$170.00
Grant Specialist	\$140.00
Damage/Safety Inspector	\$125.00
EOC Support	\$ 85.00
Sr. Engineer	\$180.00
Engineer	\$155.00
Jr. Engineer	\$125.00
EHP Specialist	\$169.00
Cost Estimator	\$115.00
GIS Specialist	\$115.00
Admin Assistant	\$ 85.00

*Travel expenses such as lodging and per diem, should not be part of the hourly rates above, and will follow guidelines established by the U.S. General Services Administration (GSA) applicable rates for the area.

Notes on Rates

- Hourly rates are inclusive of labor, taxes, overhead, and profit.
- All non-labor other direct costs will be billed to the Town at cost without mark-up. This includes travel expenses such as airfare, hotel, per diem, rental car and/or mileage, which will be billed in accordance with the current GSA schedule.
- All expenses shall be submitted with full supporting documentation in compliance with FEMA guidelines for reimbursement, including Direct Administrative Costs (DAC).
- Witt O'Brien's will provide the Town with a not-to-exceed hourly rate(s) estimate that may be required per event.



APPENDIX A:

Resumes

Arvin is a response and recovery expert with more than 40 years of diverse experience, which includes over a decade in management positions for the Indiana Department of Homeland Security (DHS) as Director of Response and Recovery.

In his role at Witt O'Brien's, Arvin provides technical assistance and strategic advice on FEMA Public Assistance and maximization of FEMA reimbursement. Currently, this includes advising clients on COVID-19 cost recovery. Prior to joining Witt O'Brien's, he managed the State of Indiana Disaster Relief Fund, administering a budget of \$100 million per year to rebuild infrastructure, homes, and businesses after disasters. During the 2008 flooding in Indiana, the worst disaster in the state's history, he directed all recovery functions. He assisted with debris management, housing, and recovery. Altogether, the disaster caused \$2 billion in aggregated damages. Over the course of his tenure at the Indiana Department of Homeland Security, Arvin oversaw a dozen major disasters. He has used this experience to establish a series of best practices for response and recovery for Witt O'Brien clients.

Arvin also brings experience serving as Mayor for Wabash, Indiana and understands the inner workings of a City, as well as the stresses and concerns of a City working to recover from disasters. He also spent 15 years in the Fire Service and held the position of Fire Chief.

COVID-19 COST RECOVERY, NATIONWIDE (2020 – PRESENT)

Participates in design, development, and delivery of Witt O'Brien's virtual presentations to clients, counties, municipalities, hospitals, healthcare associations, and non-profit organizations to provide information about cost recovery and applying for COVID-19 reimbursement.

Arvin serves in an advisory capacity for Witt O'Brien's contract with Kansas City, MO. Staff are on-site assisting the City with COVID-19 relief by applying for CARES Act funding. Arvin communicates closely with government leaders on strategy and assists personnel with best practice business process.

PROJECT SPECIALIST, FEMA PUBLIC ASSISTANCE PROGRAM, U.S. VIRGIN ISLANDS, ST. THOMAS, ST. JOHN (2017 – PRESENT)

Arvin manages the FEMA PA Program on the islands of St. Thomas and St. John. He provides direct assistance to the USVI Commissions of the Department of Sports, Parks, and Recreation, managing the disaster reimbursement and recovery process for park projects which suffered hurricane damage as a result of Hurricanes Irma and Maria. He has also assisted the U.S Virgin Islands Territorial Emergency Management Agency (VITEMA) with PA recovery efforts, providing technical assistance in the development of PWs.

SUBJECT MATTER EXPERT, DAMAGE ASSESSMENT, TUBBS WILDFIRES, SANTA ROSA, CA (2017)

Following the wildfires in the City of Santa Rosa, which destroyed more than 3,000 homes, Arvin was deployed to California for 30 days to assist the Santa Rosa City Manager with the FEMA disaster process. He assisted with damage eligibility issues and worked with City Department heads to manage the damage assessment process and ensure maximum FEMA reimbursement.

ARVIN COPELAND

PROJECT EXECUTIVE, SME
(FEMA PA GRANTS MANAGEMENT)



YEARS OF EXPERIENCE

40+ Years

EDUCATION

Indiana Wesleyan University, BS,
Management

LICENCES/CERTIFICATIONS/TRAINING

Professional Emergency Manager (former)
Arson Investigator
Building Inspector (former)
Building Management (former)
EMT Instructor
First Aid & CPR

DIRECTOR OF RESPONSE AND RECOVERY, INDIANA DEPARTMENT OF HOMELAND SECURITY (2008 – 2017)
ADMINISTRATIVE DIRECTOR, INDIANA DEPARTMENT OF HOMELAND SECURITY (2005 – 2008)

As the Governor's Authorized Representative, Arvin developed scopes of work for damage incurred during disasters and negotiated the funding needed to rebuild. He managed 55 staff members and worked with government and private sector leaders across 92 counties to administer a \$100 million program to rebuild infrastructure, homes, and businesses.

As part of his work, Arvin managed the Indiana State Relief Fund for disaster damage to communities and homeowners. He directed all functions during the worst disaster in Indiana's history (severe rains and flooding), with approximately \$2 billion in aggregated damages. He also assisted with a housing mission administered by the U.S. Army Corps of Engineers (USACE), during which temporary mobile home sites were leased to install FEMA housing.

EXECUTIVE DIRECTOR, HAMILTON COUNTY, INDIANA, DEPARTMENT OF EMERGENCY MANAGEMENT (2000 – 2004)

Arvin served as administrative and emergency response division director for the second most populous county in Central Indiana and part of the Indianapolis-Carmel-Anderson metro area. During Arvin's tenure, he managed the response to Tropical Storm Grace (2003), which dropped more than seven inches of rain on Central Indiana, destroyed 700 homes, and backed up sewage systems throughout Indianapolis and surrounding areas. A state of emergency was declared for Indiana.

MAYOR, CITY OF WABASH, INDIANA (1995 – 1999)

During Arvin's tenure as Mayor, the City developed a new Industrial Park with the addition of four new industries. He created strategic alliances with city and organization leaders to effectively align with and support key business initiatives, which established an open-door policy for better communication and transparency for the community.

FIRE CHIEF, CITY OF WABASH, INDIANA FIRE DEPARTMENT (1980 – 1995)

During his time as Fire Chief, Arvin established the first paramedic service in the City. He advanced through the ranks of the department from firefighter to chief.

Laurie has 20 years of experience in disaster response field operations and disaster recovery, with focus on FEMA PA reimbursement support.

For nearly 15 years, Laurie provided a wide range of emergency management technical assistance for counties in southwest Florida, including field operations for 10 major hurricane disasters throughout Florida. She has served as Emergency Management Director, Incident Commander, EOC Chief, and Communications Officer. She has knowledge of NIMS and ICS, with experience in planning (e.g., emergency operations plans, comprehensive emergency management plans (CEMP), standard operating procedures (SOPs), local mitigation strategies (LMS)); training; and development and execution of tabletop, functional, and full-scale exercises. She also served as a debris management project manager following Hurricane Irma.

Laurie also has extensive experience in disaster recovery, managing client interface for the FEMA PA program for recipients and sub recipients, including supporting damage and eligibility assessment and using the FEMA Grants Portal for submitting required documentation for project formulation. She directly managed more than \$20 million in FEMA PA for replacement of critical infrastructure and charter educational school recovery. Since joining Witt O'Brien's, she has implemented response planning and long-term recovery strategies for both hurricanes and COVID-19.

DISASTER RECOVERY SPECIALIST III, INFRASTRUCTURE SERVICES, WITT O'BRIEN'S (2022 – PRESENT)

As a Disaster Response Specialist, Laurie works to continuously to build upon and enhance response and recovery project delivery to effectively assist our local, state, and federal clients. She currently supports COVID-19 and hurricane recovery in multiple states and jurisdictions.

DISASTER RESPONSE SPECIALIST II, LUMA ENERGY PUERTO RICO (2021 – 2022)

Laurie provided technical and developmental guidance for LUMA Energy to prepare for, respond to and recover from any type of disaster that may affect the electric power transmission and distribution lines on the island of Puerto Rico. She was an intricate part of the IEM team that developed LUMA's Emergency Response Plan (ERP) and additional internal and external plans in relation to their blue and grey sky operations. Submissions include the Major Outage Restoration, Fire Response, Earthquake Response Annexes, Cyber Terrorism and EOC Guidebook. Laurie assisted with conducting LUMA's Homeland Security Exercise and Evaluation Program (HSEEP) Exercises and Integrated Preparedness Planning Workshops that assessed their response and recovery capabilities. She continually provided internal mentorship and developed After Action Reviews and Improvement Planning. She developed standard operating guidelines, procedures, policy, and strategies to enhance the capabilities of LUMA's Office of Crisis Management.

DISASTER RECOVERY ASSOCIATE, HURRICANE MICHAEL / COVID-19 (2019 – 2021)

While with Hagerty Consulting, Laurie led project oversight as the client's direct point of contact regarding FEMA PA eligibility project status, and grant reimbursement management. She managed the FEMA Site Inspections for damaged facilities and coordinated with cost estimators regarding the development of damage-descriptions-dimensions. She managed the client's Public Assistance Grants Manager and Grants Portal tools to submit required FEMA documentation for project formulation, monitoring pre-awarded

LAURIE CARLEY
PROJECT MANAGER



YEARS OF EXPERIENCE
20 Years

EDUCATION
Associate of Arts, Business Techniques, University of Phoenix, 2019

Bachelor of Science, Business, University of Phoenix, 2021

Human Resource Management (Undergraduate) Certification, 2021

CERTIFICATIONS
Florida Emergency Preparedness Association: Currently in recertification for the Florida Professional Emergency Manager Certification.

functions and overall management of the grant. Laurie administered a hospital replacement project which resulted in an obligation of over \$18 million dollars. Laurie validated support documentation for municipal general debris totaling over \$50 million dollars as well as for the Private Property and Commercial Debris and Demolitions Program while also assisting with its reconciliation of contract invoicing. She coordinated with client staff to assist with management of CARES Act funding and was responsible for the oversight of COVID-19 support documentation.

EMERGENCY PLANNER, HILLSBOROUGH COUNTY, FLORIDA (2018 – 2019)

Laurie served as an on-site mentor and subject matter expert to the Emergency Management Staff related to the full spectrum of emergency management operations. She provided review of the County Comprehensive Emergency Management Plan, Continuity of Operations Plan as well as multiple standard operating procedures and guidelines, logistics and communications plans. She assisted in the development of Emergency Operations Center (EOC) Desk Books for each Emergency Support Function in addition to WebEOC and Everbridge training and exercises. Developed and executed HSEEP Tabletop and Functional Exercises for all EOC Staff, county internal staff, and external support entities. She also provided emergency operations center support in the planning section for EOC activation(s) and participated in committee development for long term recovery planning.

DEBRIS MANAGEMENT PROJECT MANAGER, LEON COUNTY, FL (2017 – 2018)

Laurie was the Project Manager and direct point of contact to the County and FEMA for Hurricane Irma for debris operations in Florida and Georgia. She coordinated emergency debris push operations to include right-of-way and property collections. Laurie managed field operations, debris monitoring coordination, permitting, and security. She managed all safety meetings, and validated compliance with all local, state, and federal regulatory requirements. She managed the Debris Management Site (DMS) for reduction, recycling, and final disposal to include reconciliation in the field through site operational closeout.

EMERGENCY MANAGEMENT CONSULTANT, STATE OF FLORIDA (2006 – 2017)

Laurie provided emergency management subject matter expert technical assistance to Southwest Florida Counties. She evaluated and revised emergency operations plans to include Comprehensive Emergency Management Plans (CEMP), Standard Operating Procedures and Guidelines (SOP/SOGs), Local Mitigation Strategies (LMS) and state and federal grant applications. She evaluated county response and recovery plans to develop and execute tailored HSEEP-compliant tabletop, functional and full-scale exercises to assess capabilities to respond and recovery from disastrous incidents and events. She developed After Action Reports with Improvement Plans (AAR/IP) and provided Community Emergency Response Team (CERT) training to enhance the local community's ability to respond and recovery from emergencies and provided support for EOC operations during activations.

EMERGENCY MANAGEMENT DIRECTOR, HOLMES COUNTY, FLORIDA (2014–2015)

Laurie implemented a training and exercise program to assess the counties disaster response and recovery capabilities. She provided leadership and increased department capabilities by evaluating all emergency operations plans, procedures and guidelines to support grant requirements. Laurie built relationships with internal and external entities and organizations to develop focus groups and committees ensuring continuity of operations capability. She participated in the Local Mitigation Strategy (LMS) committee and applied and received grants through the program for culvert replacements throughout the County. Laurie augmented the alternate EOC to build internal capabilities to accommodate additional needs in areas of response and recovery. Laurie built relationships with the State and Federal partners and provided oversight of the FEMA Public Assistance grants.

EMERGENCY MANAGEMENT COORDINATOR/DIRECTOR, SEMINOLE TRIBE OF FLORIDA (2004 – 2006)

Laurie developed and implemented the Emergency Management Department that included all Tribal Reservations. Laurie was the Incident Commander for all EOC activations and provided guidance to the Tribal Council and Board Members of operations and budgetary management. She developed the Comprehensive Emergency Management Plan and significantly enhanced the department utilizing the framework of NIMS and Incident Command System (ICS). She participated in multi-jurisdictional meetings, committees, and conferences to build relationships between the tribal and non-tribal entities and organizations. Laurie was the direct point of contact to FEMA for the Public Assistance Grants for multiple affected reservations resulting in over \$8 million dollars in eligible reimbursement. She was the Liaison to FEMA Site Inspectors including those of the Hard Rock Hotels enterprise. She coordinated relief efforts to Louisiana and Joplin, Missouri post-hurricane and tornado impacts.

Rachel has an extensive background in disaster response and recovery that includes work at the local, state, and federal levels. She deployed to the State of Illinois to assist in developing their Long-term Recovery Strategy and Implementation Plans for COVID-19. As the Director of Emergency Management for San Marcos, Texas, she led the countywide response for over 35 agencies and led the Long-term Recovery Task Force.

Rachel led the planning effort in receiving over \$20 million in CDBG-MIT funding as well as over \$19 million in CDBG-DR funding for the municipal government. She has experience in HMGP project management completing multiple project applications and receiving over \$5 million in funding.

DEPUTY PRACTICE LEAD, INFRASTRUCTURE SERVICES, WITT O'BRIEN'S (2021 – PRESENT)

As Deputy Practice Lead, Rachel works to enhance project delivery and consistency offering the full scope of services to federal, state, and local clients. She has presented at numerous conferences, including the International Association of Emergency Managers and Texas Division of Emergency Management conferences, among others, on topics related to emergency management. She is engaged with providing disaster recovery, COVID-19 support, guidance, and leadership to staff across the country.

MANAGER OF STATE AND LOCAL RESPONSE AND RECOVERY, INNOVATIVE EMERGENCY MANAGEMENT (IEM) (2020 – 2021)

Rachel served as a Project Manager upon hire and promoted to Manager after just 11 months. Her responsibilities included managing multi-million-dollar contracts for COVID-19 recovery efforts for the State of Illinois and crisis management work for LUMA Energy in Puerto Rico. Achievements for Illinois include the establishment of the State's first-ever Disaster Recovery Framework, COVID-19 Long-term Recovery Plan, and the introduction of recovery support functions for local, state, and federal agencies.

Achievements with LUMA Energy include leveraging several FEMA grants programs to develop a crisis management program and build the framework for Emergency Response and Recovery, the LUMA Emergency Operations Center, and drafting the first-ever Emergency Response Plan (ERP). A utility hazard analysis was also completed for the first time, revealing multiple areas to address gaps in preparedness, response, and recovery operations. A training and exercise program was implemented providing Incident Command System (ICS) training to over 2,000 staff and conducting workshops that brought together more than 200 stakeholders from local, state, and federal levels of government, private industry, and nonprofit institutions for the first time on the island. A federal grants manual was published as well as policies on emergency procurements and processes for documenting, tracking, and submitting expenses to government agencies to obtain FEMA reimbursements post-disaster.

RACHEL INGLE, CEM

ASSISTANT PROJECT
MANAGER



YEARS OF EXPERIENCE

21 Years

EDUCATION

Executive Leadership Certificate,
Leadership in Crisis, Harvard
University

BS, Emergency Management/
Homeland Security, Jacksonville
State University

AAS, Disaster Preparedness,
Community College of the Air Force

CERTIFICATIONS

Certified Emergency Manager
(CEM), International Association of
Emergency Managers

Certified Texas Emergency Manager
(TEM), Emergency Management
Association of Texas

TRAININGS

National Emergency Response and
Rescue Training Center: WMD
Terrorism Awareness for Emergency
Responders

North Atlantic Treaty Organization
(NATO) NBC Defense Course: I-70-
A-01

U.S. Army Chemical School: Toxic
Agent Training

U.S. Air Force Readiness
Apprentice Course and CBRNE Key
Leader's Course

EMERGENCY MANAGEMENT COORDINATOR (EMC) AND HOMELAND SECURITY MANAGER, CITY OF SAN MARCOS, TX (2017 – 2020)

Responsibilities included the leadership, development, implementation, coordination, and maintenance of the emergency preparedness, response, recovery, and mitigation plans and activities for the overall emergency management program. Served as the emergency management grants coordinator for the city, managing all disaster-related grants, state and federal; this included grants for Homeland Security, Emergency Management Performance, Public Assistance (PA), Disaster Recovery, and private grants awarded for emergency management.

Other achievements included the management, recovery, completion, and closeout of over \$2 million in federal PA grants from three previous disasters in 2013 and 2015. Assisted project managers and engineers in complex projects to ensure compliance with site visits and the scope of work (SOW). Drafted detailed scope changes for multiple projects that allowed the city to increase the allowable costs of the project and available federal assistance by more than 200%. Completed project worksheets (PWs) establishing eligible project sites and accurate cost descriptions. Developed invoicing, payment records, and compliance review procedures.

PUBLIC HEALTH AND MEDICAL PREPAREDNESS AND RESPONSE PLANNER, RESPONSE AND RECOVERY UNIT, TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) (2016 – 2017)

Responsibilities included maintaining specialized knowledge of public health and medical services preparedness, response, and recovery activities as well as writing, updating, and evaluating DSHS public health and medical preparedness plans; and authoring the first Texas Public Health and Medical Preparedness and Response Plan. Completed the first-ever Public Health and Medical Hazard and Vulnerability Analysis for the State of Texas. Served as a liaison to other DSHS programs and external agencies on all state emergency management plans including public health and medical roles and responsibilities. Roles included developing and managing the workplan and planning performance measures for the Centers for Disease Control and Prevention (CDC) and the Office of the Assistant Secretary for Preparedness and Response (ASPR) grant programs. Provided technical assistance to regional and local stakeholders on the development of public health and medical preparedness plans and exercises.

PLANNING SECTION CHIEF, CAPE CORAL FIRE DEPARTMENT – DIVISION OF EMERGENCY MANAGEMENT (2016)

Responsibilities included developing, training, and exercising the city's Emergency Operations Plan (EOP) and Recovery Plan. Conducted reviews of supporting documentation to ensure proper reimbursement for PA, Emergency Management Performance Grant, Homeland Security Grant Program, and other federal grants. Ensured the city was compliant with federal procurement standards (44CFR, 2CFR, and others) and other state statutes for expenditures and reimbursements. Prepared post-disaster economic redevelopment strategies. Analyzed various reports and other documentation to gain information, determine compliance, and apply applicable information to emergency management planning tasks. Analyzed demographic, statistical, and other forms of data relevant to emergency and disaster planning for utilization in grant funding distribution.

PLANS AND OPERATIONS OFFICER, MANATEE COUNTY, FL EMERGENCY MANAGEMENT (2013)

On a rotating basis, managed the primary and secondary Emergency Operations Centers (EOCs). Developed, revised, implemented, maintained, and provided input on internal and external comprehensive disaster plans, checklists, and programs addressing county-wide all-hazard mitigation, response, recovery, and preparedness actions. Reviewed federal grant guidance documentation to ensure compliant checklists were developed for EMPG, HSGP, PA, and HMGP grant programs to aid in a more efficient reimbursement process. Provided technical assistance with the maintenance and implementation of local, state, and federal grants.

Evan Rosenberg, JD, is a disaster recovery and legal expert with more than 12 years of experience in assisting state and local clients with federal disaster recovery programs. He spent 8 years at the Florida Division of Emergency Management and 1 year at the Florida Housing Finance Corporation.

Evan serves as part of the Territorial leadership team for the USVI recovery efforts after Hurricanes Irma and Maria. As Operations Manager/Assistant Program Manager, he provides company representation before elected and appointed officials of the Territory. Additionally, Evan provides direction and mentoring to three Deputy Program Managers. Evan is also the Policy Analyst Lead for the client's Recovery Operations across multiple programs including PA, CDBG-DR, FHWA, NRCS, DOI, and Territorial sources. As the PA Appeals Officer, he is engaged, as needed, in monitoring issues that could lead to appeals development and filing. Evan is also responsible for data capture and analysis of the Territory. As the Reports/Analytics Lead, he develops weekly, monthly, and yearly tracking metrics for both internal and external publication.

EMERGENCY PREPAREDNESS SERVICES, UNIVERSITY OF NORTH CAROLINA (2020-PRESENT)

Evan is currently serving as an Appeals Specialist for the UNC System to support the System Office and affiliated organizations and its 17 member campuses recover from the COVID-19 pandemic. As the Appeals Specialist, he is engaged, as needed, in monitoring issues that could lead to appeals development and filing.

OPERATIONS MANAGER, ASSISTANT PROGRAM MANAGER, AND SUBJECT MATTER EXPERT, DISASTER RECOVERY, US VIRGIN ISLANDS (2018 – PRESENT)

In multiple capacities, Evan serves as part of the Territorial leadership team for the USVI recovery efforts after Hurricanes Irma and Maria. As Operations Manager/Assistant Program Manager, he provides company representation before elected and appointed officials of the Territory. Additionally, Evan provides direction and mentoring to three Deputy Program Managers.

Evan is also the Policy Analyst Lead for the client's Recovery Operations across multiple programs including Public Assistance, CDBG-DR, FHWA, NRCS, DOI, and Territorial sources. As the PA Appeals Officer, he is engaged, as needed, in monitoring issues that could lead to appeals development and filing. Evan is also responsible for data capture and analysis of the Territory. As the Reports/Analytics Lead, he develops weekly, monthly, and yearly tracking metrics for both internal and external publication.

DEPUTY DIRECTOR OF MULTIFAMILY DEVELOPMENT, FLORIDA HOUSING FINANCE CORPORATION, FLORIDA (2017 – 2018)

Evan served as the Deputy Director of Multifamily Development and legal Subject Matter Expert supporting the allocation of approximately \$100 million annually in federal Low-Income Housing Credits, as well as State loan/bond funds, for the development and preservation of affordable housing within the State. He developed competitive proposals for fund allocation, as well as scoring schematics and assignments for such competitive housing allocations, both post-disaster and non-disaster related.

DISASTER RECOVERY, FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FLDEM) (2009 –2017)

While employed by FLDEM in several high-level positions, Evan provided leadership and results for disaster recovery initiatives. During his 4-year tenure as the State's Chief of Recovery he developed a change

EVAN ROSENBERG, JD
SENIOR GRANT SPECIALIST (PA)



YEARS OF EXPERIENCE

30+ Years

EDUCATION

JD, Juris Doctor Law, Florida State University

MS, Urban and Regional Planning, Florida State University,

BS, University of Maryland, Aerospace Engineering and Mathematics

LICENCES/CERTIFICATIONS/TRAINING

FEMA Advanced EM Academy, 2017
FEMA L962 – All Hazard Plans Section Chief, 2014

FEMA L958 – All Hazards Ops Section Chief, 2013

FEMA Advanced Professional Series, 2010

FEMA Professional Series, 2009

ICS-100, 200, 700, 800

State of Florida Certified Contract Manager, 2015

Florida Real Estate Sales License, 2002

EMPLOYER CONTACT INFORMATION:

Name: Witt O'Brien's, LLC

Date of Employment: 2018- Present

Phone: (281) 320-9796

management process within the Bureau of Recovery to address adaptability of state transparency statutes and DHS-OCFO funding determinations. He was responsible for responding to State and DHS-OIG audits of the Florida Recovery Program. Evan also provided oversight for the state Public Assistance teams that worked with FEMA to close out over 600 Projects Worksheets (PWs) on older events, totaling more than \$50MM. He integrated the Recovery Support Functions (RSFs) into operational plans for both Emergency Operations Center (EOC) and Joint Field Office (JFO) Operations. Prior to his service as the Recovery Chief, he has stepped up as EOC/JFO Operations Chief for disaster events, including Tropical Storm Debby and Hurricane Isaac. Evan has managed staff across PA, IA, CDBG-DR, and Special Considerations units in response to ongoing disasters and to closeout previous disasters. Evan acted as the Stafford Act Appeals Officer for a short time during his tenure with FLDEM, writing approximately 300 appeals with an estimated recoupment of \$50M for the affected local governments and state agencies.

EMERGENCY MANAGEMENT COURSES, AMERICAN PUBLIC UNIVERSITY SYSTEM (2012 – PRESENT)

Evan teaches Graduate and Undergraduate courses in the School of Homeland Security's Emergency Management Program. His courses include Emergency Management Theory, Research Methods, Mitigation & Resilient Communities, Economics of Disaster, and Emergency Management Law.

DISASTER MANAGEMENT COURSES, FLORIDA STATE UNIVERSITY CENTER FOR DISASTER RISK POLICY URBAN PLANNING DEPARTMENT (2006 –2011)

Evan developed and taught four courses on Risk Management and Recovery in Disaster for both undergraduate and graduate level studies. He also assisted the Urban Planning Research Lab with the preparation of ordinances and policy documents and taught courses in Growth Management and Environmental Planning.

TELECOMMUNICATIONS ENGINEERING MANAGEMENT (1991 – 2002)

Prior to disaster recovery, Evan's career focused on using computer-aided design, in-field site surveys, and network optimization to implement wireless networks in the telecommunications field. Evan was an engineer responsible for the design, construction, and performance of cellular and wireless networks. He went on to supervise engineering departments in relation to network planning, overseeing 10 in-house engineers and a network of over 100 regional installation and maintenance contractor teams nationwide.

BUREAU CHIEF OF RECOVERY, FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FLORIDA (FLDEM) (2009 –2017)

Evan served as the Division Lead for all Recovery Operations including four new and more than 20 previously declared Presidentially declared disasters. For the events occurring during his tenure he served as Deputy SERT Chief and GAR while the EOC was engaged and served as Deputy State Coordinating Officer and GAR in charge of all JFO operations. The following highlight his responsibilities and achievements:

- Coordinated the disaster declaration request process for four declared and five undeclared events. This included staffing PDA teams, prioritizing competing demands from stakeholders, coordination of private-sector and volunteer entities, and development of declaration requests for the Governor's review;
- Oversaw State PA teams that worked with FEMA to develop over 600 project worksheets (PWs), totally more than \$500 million;
- Oversaw State IA teams that worked with FEMA to qualify over \$100 million in Individual Assistance grants and over \$200 million in SBA low interest loans; and
- Directed the development and implementation of State-level JFO organization (NIMS/ICS) and communications programs & processes, to include federal, state, local, private-sector & NGO partners.

For previously declared events, Evan coordinated/led responses to State and DHS-OIG audits of the Recovery Programs and oversaw State PA teams that worked with FEMA to close out more than 600 PWs on older events that totaled more than \$50 million. Evan also emphasized change-management within the Bureau to reflect adaptability while facing implementation of state transparency statutes, DHS-OCFO funding determinations, and transitioning to the Supercircular. Other State recovery initiatives included integration of the Recovery Support Functions (RSFs) into operational plans for both Emergency Operations Center (EOC) and Joint Field Office (JFO) Operations, at both the state and local level and integration of CDBG-DR funding into the scope of larger

Recovery efforts. During his career at FLDEM, Evan also served as Deputy Chief of Recovery, Special Considerations Manager (PA), and Stafford Act Appeals Officer (PA).

ADJUNCT PROFESSOR OF EMERGENCY MANAGEMENT, AMERICAN PUBLIC UNIVERSITY SYSTEM (2012-PRESENT)

Evan teaches in the School of Homeland Security's Emergency Management Program. Courses taught include Emergency Management Theory, Research Methods, Mitigation & Resilient Communities, Economics of Disaster, and Emergency Management Law. He is responsible for course development, delivery, and evaluation.

INSTRUCTOR/MENTOR, FLORIDA STATE UNIVERSITY, CENTER FOR DISASTER RISK POLICY AND URBAN PLANNING DEPARTMENTS (2006-2011)

Evan developed and taught four courses on Risk Management and Recovery in disaster for both undergraduate and graduate level studies. He also assisted the Urban Planning Research Lab with the preparation of ordinances and policy documents and taught courses in Growth Management and Environmental Planning.

TELECOMMUNICATIONS ENGINEER/ENGINEERING MANAGER (1991-2002)

Prior to disaster recovery, Evan's career focused on using computer-aided design, in-field site surveys, and network optimization in the telecommunications field. Evan was an engineer responsible for the design, construction, and performance of cellular and wireless networks. He went on to supervise engineering departments in relation to network planning, overseeing 10 in-house engineers and a network of over 100 regional installation and maintenance contractor teams nationwide.

Erin Buchanan, CFM, has nearly 20 years of hazard mitigation experience, including mitigation planning, project and application development, grants management, and financial data management. Erin leads the development of mitigation plans for state and local governments and large universities. This includes leading her team to closely support VITEMA's mitigation staff in addressing the most complex FEMA RFIs and to ensure USVI agency compliance with FEMA program guidelines.

Erin took the lead of the USVI HMGP team early in 2021 and was able to support multiple application deadline extensions and almost triple the total value of HMGP project applications submitted to FEMA in less than two years. With a cost-efficient team of five, over \$1.1 billion of mitigation projects have been submitted to FEMA, including complex advance assistance studies, phased-drainage projects, numerous saferooms, and multi-island wind-retrofit programs. As HMGP projects have moved forward into approval and implementation. She is skilled in the development of funding strategies and has developed financial management tools to track and manage over \$2.7 billion in federal funds and over 400 individual projects.

HAZARD MITIGATION PLANNING, ST. CHARLES PARISH, LOUISIANA (2019 – PRESENT)

Erin serves as Project Manager/Senior Mitigation Planner for updating St. Charles Parish's Hazard Mitigation Plan. The scope includes a detailed repetitive loss strategy that the Parish will use to implement the residential mitigation program.

HAZARD MITIGATION PLANNING, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, DISTRICT 4 (2019 – PRESENT)

Erin serves as Project Manager/Senior Mitigation Planner for updating the regional mitigation plan consisting of ten counties and many other jurisdictions.

HAZARD MITIGATION PLANNING, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, DISTRICT 8 (2019 – PRESENT)

Erin serves as Project Manager/Senior Mitigation Planner for updating the regional mitigation plan consisting of seven counties and many other jurisdictions.

HAZARD MITIGATION PROGRAM SUPPORT, SIENNA PARKS & LEVEE IMPROVEMENT DISTRICT, TEXAS (2018 – PRESENT)

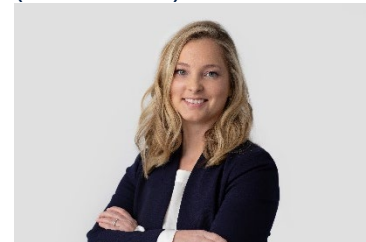
Erin serves as Hazard Mitigation Specialist/Project Manager tasked with identifying and developing hazard mitigation projects. She has submitted multiple grant applications to the Texas Division of Emergency Management (TDEM) totaling approximately \$70 million, which are currently under review. Erin is also the project manager and senior mitigation planner assisting the Sienna Parks & Levee Improvement District with the development of its inaugural Hazard Mitigation Plan.

HAZARD MITIGATION PLANNING, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY (2018)

Erin served as Project Manager/Mitigation Planner updating the Mississippi State Plan, which included an extensive file conversion and updates to include climate change.

HAZARD MITIGATION TECHNICAL ASSISTANCE, CITY OF SAVANNAH, GEORGIA (2017 – PRESENT)

ERIN BUCHANAN, CFM SENIOR GRANT SPECIALIST (MITIGATION)



YEARS OF EXPERIENCE

20 Years

EDUCATION

B.A., International Relations and Affairs,
Minor – French, Marshall University

LICENCES/CERTIFICATIONS/TRAINING

Certified Floodplain Manager (CFM)

FEMA Classroom Training: DF-100, DF-105, DF-106, DF-109, DF-120, DF-128, DF-219, DF-228, DF-304, DF-305, DF-308, DF-310, DF-319, DF-416, DF-418, DF-420, DF-421, DF-434, DF-435, DF-437, DF-500, DF-505, DF-506, DF-507, E-253, E-273, E-276, E-842, L-273, L-386, L-701

EMPLOYER CONTACT INFORMATION:

Name: Witt O'Brien's, LLC
Date of Employment: 2017 - Present
Phone: (281) 320-9796

Erin serves as a mitigation specialist responsible for the development and grants management of the City of Savannah, Georgia generator project, which was submitted for HMGP funding under Hurricane Matthew.

FLOOD MITIGATION ASSISTANCE, TOWN OF TOMS RIVER, NEW JERSEY (2017 – PRESENT)

Erin serves as a mitigation specialist responsible for the development and grants management of the Toms River, New Jersey Flood Mitigation Assistance Elevation project.

HAZARD MITIGATION TECHNICAL ASSISTANCE, CITY OF FERNANDINA BEACH, FLORIDA (2017 – PRESENT)

Erin serves as a mitigation specialist responsible for the development and grants management of the City of Fernandina Beach, Florida drainage project.

HAZARD MITIGATION PLANNING, VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT (2017 – 2018)

Erin served as Project Manager and Senior Mitigation Planner responsible for the update of the plan as well as adding applicable enhanced plan elements. The plan also included a loss-avoidance study using previously implemented mitigation projects throughout the Commonwealth.

HAZARD MITIGATION PLANNING, WARD COUNTY, NORTH DAKOTA (2017 – 2018)

Erin served as Project Manager responsible for the update of the Hazard Mitigation Plan, which included 13 jurisdictions. Erin was also responsible for contract management and client reporting.

HAZARD MITIGATION GRANTS MANAGEMENT, UNIVERSITY OF TEXAS, MEDICAL BRANCH (UTMB) (2016 – 2019)

Erin served as Project Manager/Hazard Mitigation Specialist responsible for grant management, as well as advising UTMB leadership, staff, and contractors. She was responsible for identifying and developing mitigation projects as funding became available. She has submitted multiple grant applications to the Texas Division of Emergency Management (TDEM) totaling approximately \$25 million.

Erin also worked as Mitigation Planner for the Hazard Mitigation Plan update and was responsible for the QA/QC of updated plan documents for The University of Texas, Medical Branch at Galveston Disaster Resistant University Hazard Mitigation Plan.

HAZARD MITIGATION PLANNING, MULTIPLE CLIENTS, VIRGINIA (2016 – 2017)

As Senior Mitigation Planner, Erin worked with the Northern Virginia counties of Arlington, Fairfax, Loudoun, and Prince William; the cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park; and the towns of Clifton, Dumfries, Haymarket, Herndon, Leesburg, Lovettsville, Middleburg, Purcellville, Occoquan, Round Hill, and Vienna to update the Hazard Identification and Risk Assessment (HIRA) for the Northern Virginia Hazard Mitigation Plan. Erin provided technical assistance, document and data management, research, and QA/QC for this multi-jurisdictional Hazard Mitigation Plan.

HAZARD MITIGATION PLANNING, JEFFERSON COUNTY, ARKANSAS (2015 – 2017)

Erin worked as a Mitigation Planner for this project, and was responsible for the QA/QC of updated plan documents for The Jefferson County, Arkansas Multi-Jurisdictional Hazard Mitigation Plan.

HAZARD MITIGATION PLANNING AND RISK ASSESSMENT, THE UNIVERSITY OF MINNESOTA (2015 – 2016)

As Deputy Project Manager/Senior Mitigation Planner, Erin worked closely with the five campuses of the University of Minnesota to collect data and documents necessary to create the university's inaugural Hazard Mitigation Plan and update their existing threat/hazard identification and risk assessment (THIRA). Erin was responsible for documenting the development process for the plans, managing data and documents provided by the participating campuses and departments, researching information for the plans, and formatting and updating the plan documents. She worked closely with both the university and its representatives involved in the plan development/update process, providing technical assistance at each stage of the plan and document development/update, including in the development of the mitigation strategy for each campus and the public participation process. Erin also worked with GIS staff to ensure all map products created for the plan were accurate and correctly reflected conditions, assets, and data sources.

HAZARD MITIGATION PLAN REVIEW, AUBURN UNIVERSITY, ALABAMA (2015 – 2016)

Erin was responsible for the QA/QC of plan documents for the Auburn University Disaster Resistant University Hazard Mitigation Plan, which included a preliminary Business Impact Analysis (BIA) for multiple departments at the university.

HAZARD MITIGATION PROGRAM SUPPORT, LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) (2007 – 2016)

Erin served as Hazard Mitigation Specialist supporting GOHSEP during the rebuilding efforts from Hurricanes Katrina, Rita, Gustav, Ike, Isaac, and several other unnamed disasters. She assisted in the development and implementation of strategic plans for mitigation programs. Erin provided expert guidance regarding mitigation, assisted in identifying and developing HMGP projects and applications, ensured guidance and legislative criteria were met, performed QA/QC reviews, assisted with problem resolution, developed cost analyses, assisted in training GOHSEP staff and local sub-recipients, and developed funding strategies and financial management tracking tools that managed over \$2.7 billion in federal funds.

LaTosha is a Disaster Recovery Specialist, bringing more than over 15 years of experience supporting hurricane recovery in the state of Florida.

LaTosha has been engaged in supporting FEMA PA for over a decade. Her work has spanned severe weather events, COVID-19, mass shootings, wildfires, and hazardous material events.

COVID-19 RECOVERY SUPPORT, NATIONWIDE (2020 – PRESENT)

LaTosha is currently serving as the Project Manager for multiple COVID-19 cost recovery projects involving FEMA and other federal grants, supporting municipal, educational, and healthcare clients with their expenditure tracking, grant eligibility analysis, grant submittal, CARES act grant accountability, cost recovery, audits, and compliance.

EMERGENCY MANAGEMENT DIRECTOR, HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS, (2018 – 2022)

LaTosha developed, coordinated, and maintained an effective full spectrum emergency management program ensuring compliance with all applicable local, state, and federal policies, procedures, rules, laws, regulations, and standards. She managed multiple grant programs and presented on eligible and non-eligible expenditures, required reporting, and annual closeouts to the Board of County Commissioners on grants such as the Emergency Management Preparedness and Assistance (EMPA), Emergency Management Performance Grant (EMPG), Hazardous Analysis Grant, Public Assistance and CARES Act Funding. Developed, reviewed, and organized revisions of plans that included the Comprehensive Emergency Management Plan (CEMP) and Annexes, Local Mitigation Strategy (LMS), Continuity of Operations and Government Operation Plans (COOP/COG), Threat and Hazard Identification and Risk Assessment (THIRA), Long Term Recovery Plan, and County wide Communications Plans. Task coordinated with County Maintenance Department and external contractors to ensure readiness and functionality for the County Emergency Operations Center (EOC), county wide communications assets (public safety communication towers), emergency shelters, and multiple emergency generators required to be available throughout the County.

LaTosha improved upon the Training and Exercise Program and the Homeland Security Exercise and Evaluation Program (HSEEP) by coordinating and building relationships with multi-agency and multi-jurisdictional agencies and organizations. She directed all After-Action Reviews, Reports, and Improvement Plans for minor or major incidents and events and exercise. She ensured compliance with the Board of County Commissioners policy, procedures, and directives to lead emergency management effectively and reduce liability risks.

LaTosha engaged with the State of Florida, Division of Emergency Management (FDEM) in relation to all situational awareness for all county incidents, events, training, and exercises. She conducted review of the Human Resources Department Emergency Procurement Plans and led the development and annual revisions to the Long-Term Recovery Plan. She also assisted in the development of County wide policies and procedures for local government during COVID and served as Incident Command for the Vaccination POD sites which was effectively administering 2500 doses of vaccine daily. She managed Florida Public Assistance Grant Program for COVID beginning with the Streamline Application Process within Grants Portal to requesting reimbursements through the State. She also collaborated with local volunteer agencies and South Florida State College to recruit and manage training for volunteers. LaTosha developed the demobilization plan to maximize cost effectiveness while meeting incident objectives.

LATOSHA REISS
GRANT SPECIALIST (PA)



YEARS OF EXPERIENCE
15 Years

EDUCATION
BS Business Administration
Management, Western Governors
University

EOC SPECIALIST, HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS, (2015 – 2018)

LaTosha assisted with grant management and planning actions related to the Emergency Management program. She supported EOC operations during activations and recovery and managed all grant programs related to the Emergency Management and County Planning and Grant Departments. LaTosha assisted in the PA Program by applying through Grants Portal, conducting site visits, and maintaining records required for FEMA, including ICS forms, as well as damage inventory lists and expenditure documentation to create projects for reimbursement.

She developed, reviewed, and revised emergency operational plans to include the LMS, COOP/COG, THIRA, and Long-Term Recovery Plan. She analyzed county departments organizational systems to identify workflow, communication, and resource utilization issues, such as improving Special Needs Shelter registration. She conducted review of approximately 32 Healthcare Comprehensive Emergency Management Plans for compliance with the Agency for Healthcare Administration (AHCA) annual requirements. Maintained record retention for general purposes and grant requirements.

EMERGENCY MANAGEMENT ADMINISTRATIVE ASSISTANT, GLADES COUNTY BOARD OF COUNTY COMMISSIONERS, (2007 – 2015)

LaTosha provided overall grant administration, reviewed applicable emergency management plans and procedures. She analyzed complex data such as evacuation models, floodplain data, and wind probability data to create technical reports that aid in decision-making and situational awareness. She also assisted IT in plan revisions and organizational support for the upgrade of County Servers and transitioning the county to a new VOIP phone system. She participated in committees and conferences throughout Florida building relationships with internal and external agencies and stakeholders. She served as a member of Unified Command for the Frog Light Fires in 2007 and served as the Planning Section Chief during Tropical Storm Fay in 2008. She collected and disseminated all operational data to provide a constant and accurate situational awareness. She also prepared the Incident Action Plan (IAP) per operational periods and tracked all resources and personnel assigned to the incident acting as the Documentation Unit Leader during EOC activations. She developed a demobilization plan to maximize cost while meeting incident objectives and returning staff safely to blue skies operations.

Chelsea brings 10 years of experience in hazard mitigation assistance, mitigation planning, project management, and grants management.

**DEPUTY DIRECTOR HAZARD MITIGATION, WITT O'BRIEN'S
(2022 – PRESENT)**

Chelsea recently joined Witt O'Brien's after six years with the New Mexico Department of Homeland Security and Emergency Management, serving as the State Hazard Mitigation Officer since 2019.

**HAZARD MITIGATION PLANNING, COLORADO DEPARTMENT OF
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
(2022 – PRESENT)**

Chelsea serves as the Deputy Planner updating the Colorado Enhanced State Hazard Mitigation Plan.

**HAZARD MITIGATION PROGRAM SUPPORT, ALABAMA EMERGENCY
MANAGEMENT AGENCY (2022)**

As Hazard Mitigation Subject Matter Expert, Chelsea was tasked with providing technical assistance on hazard mitigation project applications to jurisdictions across the state of Alabama. She assisted in the review and development of 528 sub-grant applications across four disaster grants, totaling \$147 million in project funds.

**STATE HAZARD MITIGATION OFFICER, NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND
EMERGENCY MANAGEMENT (DHSEM) (2019 – 2022)**

With NM DHSEM, Chelsea managed 17 disaster and non-disaster Hazard Mitigation Assistance Grants and facilitated 113 mitigation plans and projects through all sub-grant stages, from application through closeout. She supervised the Mitigation Unit, which included three Mitigation Specialists and the State Floodplain Coordinator who oversaw the National Flood Insurance Program. She contributed to the 2018 NM SHMP and overhauled the state's Administrative Plan in 2017 and 2021, updating the Mitigation Standard Operating Guidelines, Sub-grant Orientation Packet, and funding methodology. In addition to this work, Chelsea also regularly represented the agency at local, state, and national conferences including presenting at the national and regional HMA workshops, National Earthquake Program Managers meeting, NM Floodplain Manager's Association, NM Wildland Urban Fire Summit, NM Climate Change Task Force, and other forums. During the 2021 funding application cycle she processed 48 project Notices of Interest totaling more than \$100 million in requested funds.

**MITIGATION SPECIALIST, NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT (2016-2019)**

As a Mitigation Specialist, Chelsea provided individually tailored technical assistance to state agencies, local jurisdictions, tribal nations, and special district/quasi-governmental applicants under the HMA program. She maintained positive working relationships with twelve of the federally recognized tribes within the state through in-person and virtual site visits. She reviewed and approved all procurement, contracts, and invoicing associated with sub-grant agreements. She drafted scopes of work (SOW), budgets, and schedules for New Mexico HMA grants and sub-grants. She has firsthand experience

CHELSEA MORGANTI
GRANT SPECIALIST (MITIGATION)



YEARS OF EXPERIENCE
10 Years

EDUCATION

BA, English, Minor - Latin, University of New Mexico

LICENCES/CERTIFICATIONS/TRAINING

New Mexico Certified Floodplain Manager, FEMA Classroom Training: L-273, G-318, G-557

preparing wildfire applications for award under HMGP and BRIC and managing and monitoring all awarded projects through to closeout, ensuring completion occurred in compliance with all federal, state, and local requirements. Chelsea also served in the State's EOC during activations, deployed to post-fire jurisdictions to provide mitigation technical assistance, and conducted numerous site visits for all project types.

DISASTER RECOVERY ANALYST II, CITY OF NEW ORLEANS - CODE ENFORCEMENT (2015)

Chelsea facilitated 383 FEMA conditionally approved demolition properties through the Code Enforcement, local historic, and FEMA Environmental and Historic Preservation processes. She advocated for legal judgments of 'blight' at hearings, in city council meetings, and at local, state, and federal coordination meetings. She created and managed databases to track over \$16 million in grants. In addition, she conducted site inspections of damaged properties, identified historic elements for preservation, and oversaw safe remediation and salvage of residential and commercial demolitions.

SITE SUPERVISOR, ST. BERNARD PROJECT/ AMERICORPS (2013 – 2014)

Chelsea managed and trained up to 40 staff and volunteers per site, per day in the construction and renovation of Hurricane Katrina damaged homes. She executed all construction phases, enforced quality control, and maintained a safe, OSHA compliant, work site. Chelsea was responsible for accurately projecting scope of work timelines, budgets, and work-force needs.

SENIOR STUDENT ENROLLMENT ASSOCIATE, UNIVERSITY OF NEW MEXICO (2012-2013)

Chelsea joined the UNM OneStop center as full-time staff following graduation, advising and resolving issues for prospective and current international and domestic students and their families in all enrollment functions including admissions, registration, records, scholarships, financial aid, cashiering, and general advisement. She continued maintenance of informational websites and the knowledgebase tool, trained new staff, and updated training documentation as needed. Between August-October 2012 she answered 3,053 of the 26,569 calls with a 90% satisfaction rate. This amounted to 11.5% of all calls, the average per person being 8.3%.

STUDENT SERVICES AND SUPPORT CENTER AGENT – TEAM LEADER, UNIVERSITY OF NEW MEXICO (2008-2012)

Over the years as the Team Lead, Chelsea managed between 5-7 student and term employees within the OneStop student support services call and chat center. She developed and maintained training documentation and implemented training and operational standards for new hires. Chelsea served as the Tier II manager for escalated events and maintained customer service standards by addressing issues and communicating procedures and policy changes. She also maintained current and accurate website and knowledgebase tool.

Valarie is an Associate Managing Director at Witt O'Brien's and a registered Professional Engineer (PE) in the states of Florida and Georgia.

Valarie has more than 24 years of experience in disaster preparedness, response, and FEMA Public Assistance (PA) recovery support. She has assisted state, county, and municipal governments; healthcare providers; educational institutions; and non-governmental organizations (NGOs) with disaster preparedness, response, and recovery. She is a subject matter expert in grants management, cost recovery, FEMA disaster closeouts, procurement compliance, and appeals resolution. She also has extensive experience with debris monitoring and operations support. Valarie regularly assists governmental clients with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing FEMA program training initiatives.

Presently, Valarie is the operations lead for all FEMA PA and grant recovery efforts in the continental United States. Prior to joining Witt O'Brien's, Valarie served as FEMA Technical Assistance Contractor (TAC) from 2004-2006, where she performed building damage assessments, prepared cost estimates, developed Project Worksheets (PWs), managed building assessment teams, and served as the Deputy Public Assistance Coordinator (PAC) for debris operations for Hurricane Katrina in South Florida. She also worked as a structural engineer for Wiss, Janney, Elstner Associates, undertaking forensic investigations, structural analysis, repair design, construction period services, and litigation support for structural failures, construction defects, and natural disasters.

COVID-19 RECOVERY SUPPORT, NATIONWIDE (2020 – PRESENT)

Valarie is currently serving as the Project Manager for multiple COVID-19 cost recovery projects involving FEMA and other federal grants, supporting municipal, educational, and healthcare clients with their expenditure tracking, grant eligibility analysis, grant submittal, CARES act grant accountability, cost recovery, audits, and compliance.

HURRICANE DORIAN DISASTER RECOVERY SUPPORT, VARIOUS FLORIDA CLIENTS (2019 – PRESENT)

Valarie is currently serving as the Project Manager for 6 FEMA PA projects supporting clients in Florida with their PW preparation and submittal including Category A, B, E and G damages totaling \$10M.

DISASTER RECOVERY SUPPORT, BOARD OF TRUSTEES OF BAY MEDICAL CENTER – BAY HEALTH FOUNDATION, FLORIDA (2019 – PRESENT)

Valarie is responsible for the management and oversight of a team of personnel working to support Bay Health Foundation with recovery from the devastating impacts of Hurricane Michael that struck the Florida Panhandle as a Category 5 hurricane in October 2018. The damages documented on FEMA

VALARIE PHILIPP, PE SENIOR ENGINEER



YEARS OF EXPERIENCE

24 Years

EDUCATION

MSCE – Master's, Structural Engineering, University of Florida

BS Civil Engineering, University of Florida

LICENCES/CERTIFICATIONS

Professional Engineer (PE):
Florida and Georgia

TRAINING

FEMA Classroom Training:

Operations I, Cost Estimating Format, G-202 – Debris Management

FEMA EMI Courses: IS-008, IS-056, IS-100, IS-156, IS-200, IS-253, IS-279, IS-300, IS-318, IS-340, IS-386, IS-393, IS-400, IS-403, IS-547, IS-613, IS-631, IS-632, IS-700, IS-800, IS-801, IS-803.

projects to date total over \$124M. The hospital sustained significant damage to many of its healthcare facilities countywide with several buildings condemned and in need of complete replacement. The project has required working with outside teams of engineers, architects, and construction firms to assess damage, develop repair and replacement strategies, and complete the vision for a functional and accessible community hospital to serve the needs of the surrounding area.

HURRICANE IRMA DISASTER RECOVERY SUPPORT, VARIOUS CLIENTS, FLORIDA (2017 – PRESENT)

Valarie is managing 10 disaster debris monitoring projects in Florida (9 in Broward County and 1 in Palm Beach County) and 15 FEMA grants management projects, some still in process, resulting from Hurricane Irma which impacted Florida and Georgia in September 2017. PWs were prepared for Categories A, B, C, E, F, and G for damages totaling \$74.7M.

HURRICANE SANDY RECOVERY, BOROUGH OF ALLENDALE, NEW JERSEY (2013 – 2018)

Valarie assisted the Borough of Allendale, New Jersey, with their recovery efforts from Hurricane Sandy. She worked with the borough, state, and FEMA to prepare PWs, subsequent reimbursement requests, and final closeout packages. She reviewed disasters that remained open prior to Sandy and prepared reports on their completeness to provide to the state to complete disaster closures. Valarie also prepared the Borough's FEMA project packages for Winter Storm Jonas which hit in January 2016.

DISASTER RECOVERY SUPPORT, SCHOOL BOARD OF BROWARD COUNTY (SBBC), FL (2008 – PRESENT)

Valarie has directed SBBC's long-term recovery efforts after the various disasters that impacted the Broward County School District from 2004-2020 including their COVID-19 response and recovery. She has overseen the reconciliation and closeout of debris removal projects, emergency protective measures, and permanent work totaling more than \$60M.

Valarie has assisted with gathering, reviewing, and compiling the relevant documentation for the final inspection and closeout of PWs up through the 2016 disasters. This involved identifying and pursuing more than \$9M in unclaimed FEMA funds and project cost over-runs, as well as more than \$3M in originally unclaimed insurance benefits.

When FEMA's Office of the Inspector General (OIG) conducted an audit of 32 of the School Board's projects, documenting \$15M in damages, Valarie assisted by gathering and submitting supporting documentation to satisfy the audit findings and conditions through project closeout. She also prepared formal appeals to FEMA to dispute adverse funding decisions, successfully recovering over \$1.7M in de-obligated funds.

Most recently, she has supported efforts to comply with updates to the FEMA program guidelines including updating procurement policies and procedures to align with federal procurement regulations, as well as implementing disaster expenditure recording procedures to capture damages through the County by department, location, and FEMA category of work.

LONG-TERM RECOVERY EFFORTS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FLORIDA (2008 – 2015)

Valarie assisted FDOT with recovery efforts from the Spring 2014 flooding that impacted North Florida. She had previously served as FDOT's PAC and helped the department perform closeout activities for 110 large PWs related to nine state-declared disasters from 2004-2008, which represented more than \$75M in obligated funds. She assisted with final inspections, appeals, grant reimbursements, and QA/QC services.

Valarie also worked with FDOT districts in Southeastern Florida to compile supporting documentation to ensure the successful allocation of obligated funding. She prepared and reviewed documentation to file Detailed Damage Inspection Reports (DDIRs) with the Federal Highway Administration (FHWA) for multiple jurisdictions throughout the Miami-Dade area, totaling more than \$8M in federal disaster aid.

She assisted with the development of FEMA PA and FHWA-ER training materials for FDOT and other local government applications, delivering training to more than 3,000 representatives and public officials across the State of Florida from the Panhandle to the Keys.

LONG-TERM RECOVERY EFFORTS, CITY OF MIAMI, FLORIDA (2008 – 2012)

Valarie provided oversight and guidance for the City of Miami's long-term recovery efforts. She assisted city staff with all aspects of the debris planning and preparation process, from project inception through disaster closure and financial audits. She also supported the final inspection and closeout of 27 large PWs representing more than \$34M in obligated funds. The majority of the PWs were related to debris removal and emergency protective measures.

Valarie secured more than \$9.5M in unclaimed obligated funds and cost overruns, resulting in successful project closeouts. To secure the funds, Valarie collected, reviewed, and prepared all pertinent documentation from various city departments.

She also assisted the city in preparing a response to findings from an audit by FEMA's OIG. Her assistance led to the recovery of more than two-thirds of the \$3.8M in question. She worked with the city to complete a FEMA-approved Disaster Debris Management Plan and assisted during the bidding and contracting phases. She also helped select and approve a temporary debris management site and facilitated annual debris coordination meetings with city staff and contracted vendors.

RECOVERY EFFORTS, FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FLORIDA (2006 – 2008)

While working with FDEM, Valarie served as the Lead PAC responsible for recovery efforts in Miami-Dade County, which included 218 municipal and private non-profit organizations applying for more than \$560M in federal funds. She oversaw PA program activities for six State of Florida declared disasters, which impacted the Miami metro area in 2004 and 2005.

TECHNICAL ASSISTANCE CONTRACTOR (TAC), FEMA, FLORIDA (2004 – 2006)

While working with FEMA, Valarie assisted Palm Beach County's efforts to respond to Hurricanes Frances and Jeanne. She performed building damage assessments, prepared cost estimates, wrote PWs, and managed building assessment team members. She also assisted applicants in Miami-Dade and Broward Counties following Hurricanes Katrina and Wilma. During the recovery efforts, Valarie helped determine debris removal project eligibility and funding obligations. She also managed debris specialists and performed QAs/QCs to help resolve special projects.

STRUCTURAL ENGINEER, WISS, JANNEY, ELSTNER ASSOCIATES, NORTHBROOK, ILLINOIS (1997 – 2004)

As a structural engineer with this firm, Valarie performed general condition surveys and forensic evaluations of various types of structures such as low-rise and high-rise facilities, parking structures, bridges, retaining walls, storm sewers, and residential facilities. She investigated and performed structural analysis on materials such as masonry, cast-in-place, post-tensioned and precast concrete, steel and stucco, EIFS, and stone cladding. In her work, she was responsible for completing design repairs, preparing construction drawings and specifications, and serving as the field engineer-of-record for repair and reconstruction efforts on behalf of clients.

William "Bill" Roche is an expert in FEMA policies and programs, with specialized expertise in developing and implementing Section 428 Projects. As SES for the PA Division at Headquarters, Bill led the national effort for development and implementation of provisions and changes to the FEMA PA Program based on the Sandy Recovery Improvement Act (SRIA). Bill currently serves as a Project Manager under the current USVI ODR Disaster Recovery Program contract, responsible for the day-to-day management of the FEMA PA Grant Program and implementation of HMGP for the USVI Territory FEMA applications. Drawing from his expertise, he executed a full-cycle administrative grant application process aligned with the clients' objectives and consistent with FEMA program requirements. To date, his 50-member contract team has been successful in the development and submittal of PA applications that are either awarded or in the process of being awarded, represented through more than 265 Section 428 Fixed Capped Grants with projected funding in the amount of \$20.5 billion.

In addition to his executive position, Bill has experience managing large-scale disaster operations as a Federal Coordinating Officer. This involved coordinating efforts of federal agencies across FEMA programs—PA, IA, Hazard Mitigation Grant Program (Sections 406, 428, or 404), and large-scale debris operations—and other federal disaster programs.

SENIOR ADVISOR FOR DISASTER RECOVERY PROGRAM, COVID-19 CONTRACTS, NATIONWIDE (2020 – PRESENT)

Bill provides subject matter expertise and advice for multiple city, county, and healthcare applicants for COVID-19 disaster recovery. He has managed contracts for both FEMA PA Program and CARES Act funding streams to assist applicants with cost recovery and reimbursement efforts.

PROGRAM MANAGER, FEMA PA PROGRAM, PUERTO RICO ELECTRIC POWER AUTHORITY (PREPA) (2020 – 2021)

Bill assisted PREPA with the augmentation of FEMA Public Assistance Program, Section 428 Alternative Procedures for Fixed Capped Grants. He managed 10 staff working with PREPA's seven sector component leads to develop scopes of work for Section 406 Hazard Mitigation Program (HMP) grant funding across all components of the power system. The process required extensive meetings with FEMA/COR3 and PREPA in a collaborative environment with the goal of maximizing 406 HMP funding to add to the existing \$10.7 billion settlement offer already accepted by PREPA.

SENIOR ADVISOR FOR DISASTER RECOVERY PROGRAM, U.S. VIRGIN ISLANDS (2020 – PRESENT)

As senior advisor and project manager, Bill is responsible for the day-to-day management of the FEMA PA Grant Program and implementation of HMGP for the USVI Territory FEMA applications. Drawing from his expertise, he executed a full-cycle administrative grant application process aligned with the clients' objectives and consistent with FEMA program requirements. To date, his 50-member contract team has been successful in the development and submittal of PA applications that are either awarded or in the process of being awarded, represented through more than 265 Section 428 Fixed Capped Grants with projected funding in the amount of \$10.5 billion.

DEPUTY REGIONAL ADMINISTRATOR (DRA), FEMA REGION IX (2018 – 2019)

As DRA in the SES, Bill was responsible for the day-to-day operations of a regional organizational structure encompassing six divisions, as well as the External Affairs Office and RA Program Management Office. The FEMA Region IX area of responsibility covers 399,000 square miles, crosses over multiple time zones, and

WILLIAM (BILL) ROCHE, RA
SUBJECT MATTER EXPERT
(FEMA PA)



YEARS OF EXPERIENCE
25+ years

EDUCATION
BA, Political Science, Washington and Jefferson College

LICENSES/CERTIFICATIONS/TRAINING
Development and implementation of the PA Alternate Procedures Pilot
Development and implementation of PA New Model Delivery process with an accompanying Project Management Tool

EMPLOYER CONTACT INFORMATION:
Name: Witt O'Brien's, LLC
Date of Employment: 2020- Present
Phone: (281) 320-9796

supports 47 million people. The regional organization comprises 300+ staff resources implementing and delivering disaster and non-disaster grant programs and services across four states, two Territories, one Commonwealth, and 156 Tribal nations.

Bill's job responsibilities included the development and implementation of regional strategic operations plans that supported overall agency goals and objectives, including oversight and alignment of a regional budget of \$25 million and oversight of \$2 billion in disaster and non-disaster grants. While in this position, he also served as FCO for the 2018 Super Typhoon in the Northern Mariana Islands.

RECOVERY DIVISION DIRECTOR, FEMA REGION IX (2016 – 2018)

As Recovery Division Director, Bill was responsible for leading the administration and management of the PA Grant Program, Individual Assistance (IA) Program, and Fire Management Assistant Grant Program (FMAG) throughout the Region IX areas of responsibility, which include California, Arizona, Nevada, Hawaii, the Commonwealth of the Northern Mariana Islands, and the territories of Guam and American Samoa. The division structure consisted of four branches and 115 staff positions that implemented, managed, and delivered annual grants on average (over the last five fiscal years) in excess of \$3 billion to disaster survivors and communities impacted by fires, floods, typhoons, and landslides. His duties and responsibilities also included lead hiring authority for all staff positions and employee engagement through focused performance plans with stretch metrics to meet mission goals and objectives. He also served as the FCO for 2017 wildfires in seven counties in California and the 2018 Paradise Wildfire.

SENIOR EXECUTIVE SERVICE (SES) DIRECTOR, PUBLIC ASSISTANCE DIVISION, FEMA HEADQUARTERS (2011 – 2016)

Bill was responsible for administration and management of the PA Grant Program, FMAG, Community Disaster Loan Program (CDL), and Special Community Disaster Loan Program (SCDL) across the nation, including the Caribbean and South Pacific territories. He was responsible for managing over 100 personnel across four branches, the Executive Communications Office, and the Policy Advisor section. He oversaw obligations of \$4 to \$6 billion per year for declared disasters throughout the nation and territories. Through the development of regulations, policies, and training, he provided oversight to ensure staff at HQ, regional offices, joint field office operations, and contract staff administered the PA Program in compliance with all applicable laws, regulations, and policies.

He provided strategic vision for the development and implementation of the Public Assistance New Model Delivery process to streamline the delivery of the PA Grant Program. He also administered changes in restructuring the HQ PA Division to better align with field operations, authored and deployed a Field Operations Pocket Guide for all stakeholders, and developed and initiated a new Appeals and Audit Branch to expedite appeals adjudications pursuant to regulations.

INFRASTRUCTURE BRANCH CHIEF (IBC), PUBLIC ASSISTANCE PROGRAM, FEMA REGION IX (2007 – 2011)

Bill was responsible for coordination, implementation, and delivery of the PA program; coordination with other federal agency assistance to public entities, delivery of the FMAG program; and delivery of the CDL program. He performed supervisory and management duties as Acting Division Director, Deputy Federal Coordinating Officer, and Disaster Recovery Manager on multiple disasters in multiple regions. He planned, organized, and supervised damage assessment teams in collection and analysis of information on the effects of disasters, in order to assist in the evaluation of state requests for Presidential disaster declarations. Bill assembled and managed a staff of appropriate size and mix of technical and administrative skills to meet needs unique to disaster operations; coordinated with federal, state, and local government officials, as well as with architects, engineers, accountants, and other technical experts; conducted effective meetings, prepared clear and concise written correspondence; and provided professional presentations before large, diverse, often contentious groups.

FEMA TECHNICAL ASSISTANCE CONTRACTOR (TAC), FLUOR ENGINEERING, IRVING, TEXAS (2004 – 2007)

As the Principle Program Advisor (TAC), he deployed on multiple major disaster response and recovery operations in contract support to field operations leadership. He consulted and advised on eligibility issues for complex infrastructure restoration projects; was responsible for advising PA leadership on organization structure and staffing plans; and provided funding reviews of projects with funding levels surpassing a billion dollars. Throughout this period, he managed other federal contract specialists deployed to work on scope of work development necessary to restore major critical infrastructure destroyed by disaster impacts.

DEPUTY PUBLIC ASSISTANCE OFFICER, FEMA, REGION IX (1997 – 2003)

As Deputy PA Officer for the Northridge Earthquake in the Region IX Disaster Assistance Division, Bill provided management of the Disaster Recovery PA closeout operation. He supervised personnel and was responsible for developing staffing plans and organizational structures to help meet operational objectives. He monitored closeout efforts; was responsible for implementing new and innovative procedures that resulted in streamlining closeout of operations; and monitored the entire PA Applicant Closeout operation.

Duties and responsibilities included supervision of 30 inspectors tasked with closing all open workloads consisting of 183 applications representing over \$4 billion in federal funding; coordination with the State of California's Office of Emergency Services (Cal OES) on disaster closeout efforts; and assisting in developing and implementing uniform closeout procedures used by FEMA and Cal OES. Bill collaborated with FEMA staff to design and implement a more efficient database to target specific needs relative to the closeout operation. He also initiated measures to expedite resolution of closeout issues, expanded training programs to ensure project resolution consistent with FEMA policies and regulations, and developed improved closeout procedures to ensure a better final closeout package. As a result of these efforts, the closeout inspection staff became a more cohesive unit motivated to work as a team to reach applicant closure.



John Bucher AICP, PMP

Senior Planner, Disaster Services Program

Coordinator

22 years of experience · Louisville, Kentucky

Building sustainable resilience through community development, climate adaptation, and hazard mitigation is what drives John Bucher. Based in Louisville, Kentucky, John helps clients understand how a changing climate will impact their communities and projects. John works with Stantec's resilience and disaster recovery programs to support local, state, and federal clients with planning, climate & hazard vulnerability assessments, policy & program development, community engagement, and grant application preparation.

John leads Stantec's Disaster Services Program, coordinating staffing and subject matter expertise for our multiple/nationwide disaster services contracts supporting state and local governments in their disaster recovery efforts. John is also Stantec's contract manager for our work supporting FEMA's Public Assistance (PA) program.

John is an avid author and presenter on the topics of resilience and climate adaptation. He was primary author for the Community Resiliency Toolkit created for FEMA Region II. The Toolkit was designed to serve as a roadmap for municipal leaders in New Jersey as they work to become more resilient.

EDUCATION

MUP, University of Louisville, Louisville, Kentucky, United States, 2013

BA, International Studies, Emory University, Atlanta, Georgia, United States, 1996

REGISTRATIONS

Project Management Professional (PMP)® #3135970, Project Management Institute

Certified Planner #028630, American Institute of Certified Planners

PROJECT EXPERIENCE

Largescale Acquisitions and Ecosystem Services in Floodplain Management | Stantec | Louisville, KY | USD 20k | 2017, 2018 | Research, Analysis

John served as lead researcher in a collaboration with two other Stantec colleagues in this study that applied FEMA's Benefit-Cost Analysis (BCA) methodology on eight project areas in New Jersey to study the cost-effectiveness of acquiring multiple structures on contiguous land ("largescale acquisitions") and completing an ecosystem restoration versus the more common approach of acquiring individual structures with favorable benefit-cost ratios (BCR) ("checkerboarding").

University of Michigan Hazard Mitigation Plan | University of Michigan | Ann Arbor, Michigan, United States | 2018 | Planner

Stantec completed the University of Michigan's first hazard mitigation plan, covering the Ann Arbor and Dearborn campuses. In addition to natural hazards, the Plan also addresses man-made hazards and emergencies. John's role included completing the Capability Assessment and campus survey. The Capability Assessment explores the University's planning mechanisms, policies, fiscal resources, and human resources.

Coachella Valley Water District Hazard Mitigation Plan | Coachella Valley Water District | Palm Desert, California, United States | USD 0 | 2018-2019 | Planner

John served as a planner and was responsible for conducting the capability assessment and assisting with the risk assessment. John also assisted with facilitating stakeholder meetings and in writing the mitigation plan.

Community Resilience Toolkit, FEMA Region II | FEMA Region II | Various, New Jersey | 2016 | Planner

John served as lead researcher and primary author in developing the Community Resilience Toolkit designed for newly elected municipal leaders. The Toolkit outlines a series of actions they can take to make their communities more resilient Toolkit. Actions represent achievable best practices gathered from interviews with 12 New Jersey communities and from review of resilience, preparedness, recovery and hazard mitigation programs and activities. The Toolkit is a FEMA document that Region II is sharing with New Jersey Municipalities.

Louisville Metro Hazard Mitigation Plan | Louisville Metro Government | Louisville, Kentucky | 2015-2016 | Planner

John's role in the Louisville Metro Hazard Mitigation Plan update included coordination of the planning process, completing the risk assessment, and preparing the plan document. Planning process responsibilities included public outreach and workshop facilitation. The risk assessment involved a detailed GIS-based analysis of population and socially vulnerable populations. The demographic and socio-economic data was combined with the locations and values of private property, critical facilities, government buildings, and infrastructure to show where the City has high levels of exposure to hazards. Additionally, the risk assessment involved a GIS-based analysis of hazard risk consisting of hazard prone areas and actual occurrences. Both the exposure and hazard risk were analyzed using the 100 meter Military Grid Reference System, which allowed a very detailed level of analysis that was used to identify and prioritize mitigation actions included in the final plan document.

National Disaster Resilience Competition – Phase II | Commonwealth of Kentucky, State of West Virginia | Kentucky, West Virginia | 2015 | Public Engagement, Stakeholder Consultation, Grant Writing

John assisted with the completion of HUD National Disaster Resilience Competition (NDRC) Phase II applications for the Commonwealth of Kentucky and the State of West Virginia. His role included project identification, stakeholder consultation, public engagement and writing. John completed demographic analysis on target and project areas to ensure compliance with NDRC and CDBG eligibility criteria. He coordinated with the clients and stakeholders to complete required documentation and final application submittal.

Ann Arbor Hazard Mitigation Plan Update | Ann Arbor, Michigan | 2017 | Planner

The innovative plan update considered both current and projected hazard risk based on regional climate change projections. Climate considerations were integrated throughout the planning process, which includes goals, the public survey, the risk assessment, capability assessment and the mitigation strategy. This is also a CRS plan which is anticipated to earn approximately 200 points for this Class 7 CRS community. John's role involved developing the capability assessment, drafting key pieces of the plan, maintaining CRS compliance, and assisting with community and stakeholder engagement.

Landslide Mitigation Strategies | FEMA Region V | Hennepin County, Minnesota

John served as lead researcher and primary author for a guidance document for local officials outlining various strategies for mitigating landslides. The guidance was specific to Minnesota and included strategies related to education & outreach, risk assessment, land use regulations, and engineered solutions.

Lexington-Fayette County Hazard Mitigation Plan | Lexington, KY | 2018-2019 | Planner

Stantec assisted Lexington-Fayette County with their hazard mitigation plan update in 2019. John's contributions to the plan included completing the risk, vulnerability, and capability assessments, as well as community and stakeholder engagement. John was also responsible for documenting how the plan complies with the floodplain management planning section of the Community Rating System.

Red River Gorge Regional Tourism Strategy | Powell County, Kentucky | 2020 | Project Manager

John served as project manager leading public/stakeholder engagement and leading the team that developed the regional tourism strategy for the four-county Red River Gorge Region (Lee, Menifee, Powell, and Wolfe). The tourism strategy highlights both current and proposed projects and initiatives that will help the region advance economic development through tourism. Due to the COVID-19 pandemic, John transitioned public and stakeholder engagement to a virtual format using mainly Zoom and Social Pinpoint.

Kentucky Long Term Care Emergency Preparedness Initiative | Kentucky, United States

The Stantec team was tasked with building an online portal where long-term care facility managers could easily identify natural hazards that may impact their facilities in order to complete Hazard Vulnerability Assessments required by the Centers for Medicare and Medicaid Services. Additionally, Stantec led a series of workshops introducing facility managers to hazard vulnerability and the online portal. John's role was lead hazard vulnerability workshops and to create state-wide hazard layers for each hazard identified in the Commonwealth of Kentucky Hazard Mitigation Plan. He obtained geospatial hazard occurrence data from a variety of sources and assigned to the 100-meter Military Grid Reference System (MGRS).

Vulnerability Assessment & Resiliency Plan | Albany, Oregon | 2022 | Planner

John served as lead planner and subject matter expert for the Vulnerability Assessment and Resilience Plan (VARP) for the Albany, Oregon National Energy Technology Laboratory (NETL) campus. NETL is a research branch of the U.S. Department of Energy. In completing the VARP, John and his team conducted a hazard and climate change vulnerability assessment for the campus that incorporated data from local hazard mitigation plans, the National Climate Assessment, and Climate Explorer. Representative Concentration Pathways (RCP) 4.5 and 8.5 were selected to guide consideration of future conditions influenced by climate change. The resilience plan involved developing preliminary scopes of work and cost estimates for projects intended to increase the campus's resilience to climate change and natural hazards. Projects included HVAC upgrades to withstand wildfire smoke and particulates, structural assessments and upgrades for buildings to withstand earthquakes and high wind, backup power generation and storage to manage power outages, and stormwater management improvements to hold water on-site, rather than sending into the City's stormwater system.

Andy brings expertise managing infrastructure recovery, including roads, bridges, and waterways. He is a grants manager and is CEF and RS Means trained.

Andy has spent the past three years as the Highway Engineering Coordinator in support of USVI recovery from Hurricanes Irma and Maria. He Managed the FHW Emergency Relief program which currently includes 98 projects for \$88M. Before joining Witt O'Brien's, was deployed from the Federal Highway Administration in Ohio to the USVI to serve in ESF-1 capacity for disaster relief following Hurricanes Irma and Maria. Was tasked with inventorying and reporting on the status of the highway network. Led a team of eight engineers in conducting damage reports and identifying over 60 sites for a total repair cost of over \$33 million. He also brings experience from his six years as a Transportation Engineer for the Federal Highway Administration in Ohio.

PROGRAM DELIVERY MANAGER, USVI, (2018 – PRESENT)

Andy managed the Federal Highway Administration Emergency Relief program which currently includes 98 projects for \$88 million. He participated in Site Inspections reviewed Site Inspection Reports (SIR) on roadway projects throughout the USVI. He developed, reviewed and/or validated, DDDs, SOWs, and cost estimates. He assists the USVI Department of Public Works to design, construct and manage infrastructure projects throughout the territory. Andy managed the Natural Resources Conservation Program to restore waterway capacity at 30 highway crossings for \$1 million. He is expert at verifying financial compliance pertaining to the project scope, applied to the Federal Public Assistance Guidance and Policies, and brings experience implementing projects in full compliance with PAPPG, Stafford Act, 44 CFR and/or 2 CFR. He has reviewed and responded to FEMA Determination Memos.

TRANSPORTATION ENGINEER, CONSTRUCTION PROGRAM MANAGER, EMERGENCY SERVICE FUNCTION (ESF)-1 REPRESENTATIVE, AND EMERGENCY RELIEF COORDINATOR, US DEPARTMENT OF TRANSPORTATION – FEDERAL HIGHWAY ADMINISTRATION, OHIO DIVISION (2012 – 2018)

Andy was actively involved in federal oversight through planning, funding, NEPA compliance, Plans Specifications and Estimate authorization, construction inspection, change orders, and final acceptance in for different ODOT districts. He managed large projects in Cincinnati (Brent Spence Bridge, \$2.5B, Mill Creek Expressway \$800M, Through the Valley \$500M). He also had oversight of statewide construction program, provided technical assistance, led the transition to e-construction (paperless) and to risk-based stewardship and oversight to identify potential risk of non-compliance in construction.

He also coordinated Emergency Relief disaster related roadway projects in Ohio for 5 years averaging 50 sites and \$30M each. He led initial effort to identify damage to federal roads in USVI following hurricanes Irma/Maria and led team of FHWA-EFL engineers to coordinate with USVI DPW and FHWA-Puerto Rico and document, fund and construct what is currently 98 sites totaling \$88M about 75% of which have either been completed or in active construction.

ANDREW (ANDY) THOMPSON, PE ENGINEER



YEARS OF EXPERIENCE

15 Years

EDUCATION

MS, Civil Engineering -
Transportation, University of North
Carolina Charlotte

BS, Civil Engineering, University of
North Carolina Charlotte

LICENCES/CERTIFICATIONS

Professional Engineer (PE):
NC #041490

**PROFESSIONAL DEVELOPMENT PROGRAM ENGINEERING TRAINEE, US DEPT OF TRANSPORTATION –
FEDERAL HIGHWAY ADMINISTRATION, OHIO DIVISION (2010 – 2012)**

Andy worked on NCDOT Interstate 140 new construction in Wilmington, NC (2011). He conducted the inspection of placing roadway and embankment fill, testing compaction, surveying borrow pits, quality control of different phases of bridge construction, and NEPA and 404 permit compliance. He also was responsible for design support for FHWA Idaho Division (Boise, ID 2012). He reviewed Interchange Modification/Justification studies, NEPA documents, conducted construction inspections, and reviewed plans for local/state oversight projects.

Bilal is a Structural Engineer with six years of professional experience. For nearly two years, he supported the Witt O'Brien's disaster recovery project in the USVI, analyzing disaster - damaged structures and estimating the costs of reconstruction. Prior to that, he was an estimating coordinator for a concrete construction company, where he analyzed project specification documents, compiled project documents for review, reviewed pour sequences for cost control, and managed client relations. He is adept at using estimating software and pricing out materials, labor, and equipment for bid proposals. He also uses SAP2000, AutoCAD, and other engineering software for analysis and design of structural systems.

SUBJECT MATTER EXPERT – STRUCTURAL ENGINEER, WITT O'BRIEN'S (2018 – PRESENT)

Conducted 20+ field investigations and analyzed structural & building envelope failures in schools, hospitals, industrial facilities, government buildings, and airport buildings
Prepared reports documenting causes of failure, extent of loss, and recommended remediation. Bilal determined the cause, origin, and extent of structural failures, water intrusions, roof damage, construction defects, building system failures, and subsequent further damage due to post-incident deterioration

ESTIMATING COORDINATOR, CASEY-FOGLI CONCRETE CONTRACTORS, INC., HAYWARD, CA (2017 – 2018)

- Displayed decision-making skills by deciding which projects the company would pursue or pass on
- Displayed technical reading skills by analyzing project specification documents, finding scope relevant clauses and requesting mix designs based on those clauses
- Further developed client relations by communicating with key clients on bid progress and established new clients by reaching out to companies that align with our company mission and values
- Practiced technical writing skills by compiling product data sheets for review of the general contractor
- Practiced estimating by learning OST, taking off various projects, pricing out materials, labor and equipment, and issuing bid proposals under the guidance of a senior estimator
- Gained further construction plan reading skills by reading plans to find our general scope of work

STUDENT RESEARCHER, IGEN CALGARY, AB, CANADA (2017)

- Practiced leadership skills by directing other members to create a new corporate sponsorship division
- Applied communication skills by finding and contacting over 100 potential corporate sponsors, scheduling meetings, and representing the team
- Expanded technical skills by designing 7 experiments to test various process stages

STRUCTURAL ENGINEERING INTERN, STANTEC CONSULTING, LTD., CALGARY, AB, CANADA (2015 – 2016)

STRUCTURAL ENGINEERING INTERN, HIMMATI ENGINEERING, SAN FRANCISCO, CA (2014)

BILAL SHER

JUNIOR ENGINEER



YEARS OF EXPERIENCE

5 Years

EDUCATION

B.S., Civil Engineering, University of Calgary, AB, Canada

Holly Mittel is a multi-disciplinary professional with nearly 20 years of experience in providing project management, environmental protection and remediation, and health and safety expertise in disaster recovery programs.

Holly is an experienced environmental protection specialist supporting FEMA disaster recovery efforts for a vast portfolio of disasters including Hurricanes Irma, Maria, Katrina, Rita, and Ike as well as major floods. Since joining Witt O'Brien's, she has been serving as a FEMA PA subject matter expert (SME) in environmental regulation and policy and FEMA PA in support of Witt O'Brien's recovery efforts on the U.S. Virgin Islands. She has expertise in developing project scopes of work and cost estimates and resource planning and scheduling. Holly's environmental expertise includes site assessments, soil and groundwater analyses, preparing regulatory reports, and executing project and field activities. She also has experience preparing health and safety plans, conducting root cause analyses and defining applicable mitigation measures, managing safety meetings, conducting safety observations, and completing near loss/loss reports.

For 15 years prior, she was a FEMA PA Technical Assistance Contract (TAC) project manager and environmental protection specialist for AECOM. She was also an environmental scientist for other private sector firms. She is a Certified Floodplain Manager (CFM) and Project Management Professional (PMP).

PUBLIC ASSISTANCE SUPPORT, HURRICANES IRMA AND MARIA, U.S. VIRGIN ISLANDS (2018 – PRESENT)

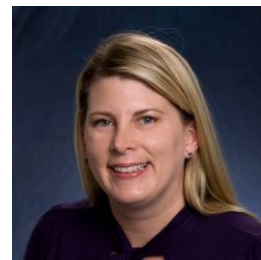
Holly served as a member of the Witt O'Brien's team providing disaster recovery support to FEMA and the US Virgin Islands Emergency Management Agency (VITEMA) following Hurricanes Irma and Maria. Duties include providing technical assistance in the development of over 229 Project Worksheets for Hurricane Irma in the amount of \$70.8 million and over 662 total PWs in the amount of \$2.2 billion for Hurricane Maria.

TAC ENVIRONMENTAL PROTECTION SPECIALIST, HURRICANES KATRINA AND RITA, NEW ORLEANS, LOUISIANA (2010 - 2013)

Following Hurricanes Katrina and Rita, Holly provided services as an Environmental Protection Specialist under the Technical Assistance Contract (TAC) and acted as a liaison for the City of New Orleans and the Housing Authority of New Orleans to provide guidance and coordination for regulatory compliance. This included:

- Scoping environmental/historic issues
- Reviewing grant applications for compliance

HOLLY MITTEL, PMP, CFM
EHP SPECIALIST



YEARS OF EXPERIENCE

19+ years

EDUCATION

B.S., Double Minor Geography and Anthropology, Texas State University San Marcos

FEMA Training / Certifications

Public Assistance Operations I

Public Assistance Operations II

Debris Operations

Cost Estimating Format

Project Worksheet Workshop

IS-0253: Coordinating Environmental and Historic Preservation Compliance

Train-the-Trainer

E-273 Managing Floodplain Development through the National Flood Insurance Program

Training / Certifications

Project Management Professional

Texas Floodplain Managers Association

Certified Floodplain Manager

Safety Trained Supervisor (STS)

OSHA 40-Hour Hazardous Waste Operations Training

- Providing technical assistance to those involved with grant implementation, and
- Ensuring compliance was sufficiently documented.

She advised the Environmental Lead on identified compliance issues and proposed solutions for compliance. She also acted as liaison between EHP and the Alternate/Improved Projects Group. Reviewed FEMA PA grant applications for compliance with the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA), and Executive Orders (EO) 11988 (Floodplains), 11990 (Wetlands), and 12898 (Environmental Justice), and others as they pertained to FEMA's disaster program. Levels of NEPA review included Statutory Exclusion (STATEX), Categorical Exclusion (CATEX), or Environmental Assessment (EA).

TAC ENVIRONMENTAL PROTECTION SPECIALIST, MISSOURI FLOOD RESPONSE (MO-DR-1934), NORTHERN MISSOURI (2010)

Holly provided services as the Environmental Protection Specialist (TAC) and Quality Assurance/Quality Control reviewer. Tasks included reviewing FEMA Public Assistance grant applications for compliance with NEPA, ESA, NHPA, and EOs 11988, 11990, and 12898, and others as they pertain to FEMA's disaster programs. Reviewed project worksheets to ensure they were written in accordance with the Public Assistance Program and to confirm eligibility and accuracy of damage descriptions, scopes of work, and costs.

TAC QA/QC CONTROL GROUP LEADER, MASSACHUSETTS FLOOD RESPONSE (MA-DR-1895), MULTIPLE COUNTIES, MASSACHUSETTS (2010)

Holly provided services as the Quality Assurance/Quality Control Group Leader (TAC). Reviewed project worksheets to ensure they were written in accordance with the Public Assistance Program and to confirm eligibility and accuracy of damage descriptions, scopes of work, and costs.

TAC PA SQUAD LEADER, HURRICANE IKE (TX-DR-1791), TEXAS (2008 - 2009)

Holly Provided services as the PA Squad Leader (TAC). Tasks included overseeing five project specialists. Coordinated applicant meetings, reviewed project worksheets, updated the FEMA database, and produced weekly status reports. Conducted field evaluations, collected photographic documentation, met with applicants, and developed project worksheets.

TAC QA/QC GROUP LIAISON, HURRICANES KATRINA AND RITA (LA-DR-1603/1607), LOUISIANA (2005 - 2008)

Holly acted as the Group Liaison with the Quality Assurance/Quality Control Team (TAC). Reviewed project worksheets to ensure they were written in accordance with the Public Assistance Program and to confirm eligibility and accuracy of damage descriptions, scopes of work, and costs.

TAC DEBRIS SUPPORT, HURRICANES KATRINA AND RITA (LA-DR-1603/1607), LOUISIANA (2005 - 2008)

Holly provided services as the Private Property Debris Removal (PPDR) and Demolition Team Lead (TAC) for Hurricanes Katrina and Rita from 2006 through 2007. Services included meeting with applicants regarding their PPDR and Demolition program to ensure eligibility and adherence to the program. Assisted in preparation of demolition folders, inspected residences, obtained photographic evidence, reviewed structural assessments and legal information, met with debris removal and demolition contractors, attended Applicant meetings, and coordinated with FEMA Environmental and Historical Preservation Specialists.

TAC DEBRIS SPECIALIST, HURRICANES KATRINA AND RITA (LA-DR-1603/1607), LOUISIANA (2005 - 2008,)

Holly provided services as the Debris Specialist (TAC) during Hurricanes Katrina and Rita. Services included reviewing debris project worksheets to ensure they were written in accordance with the

Public Assistance Debris Program and to confirm eligibility and accuracy of damage descriptions, scopes of work, and costs.

TAC PA TEAM LEADER HURRICANES IVAN AND DENNIS (FL-DR-1551/1595), FLORIDA (2004 - 2005)

Holly provided services as the Public Assistance Team Leader (TAC) for Hurricanes Ivan and Dennis. Services included overseeing four project officers, coordinating applicant meetings, reviewed project worksheets, updated the FEMA database, and produced weekly status reports. Conducted field evaluations, collected photographic documentation, met with applicants, and developed project worksheets.

Jake has 7 years of experience and is an expert in FEMA'S PA program, specializing in damage evaluations, cost estimation, and general construction and engineering services. He has managed and performed more than 300 site inspections for public infrastructure. His work has taken him across the country, from Maryland to Hawaii.

Jake excels in training employees and applicants in the use of FEMA Grants Portal. He first began providing training during initial program rollout and continues to assist in training applicants and clients in FEMA's New Model. For the past year, Jake has been assisting with multiple COVID-19 cost recovery projects.

FEMA PA SPECIALIST, COVID-19 RECOVERY SUPPORT, NATIONWIDE (2020 – PRESENT)

Jake is supporting several COVID-19 cost recovery projects involving FEMA and other Federal grants. He is assisting municipal clients with grant eligibility analysis, expenditure tracking, grant submittal, accountability, cost recovery, auditing, and compliance.

SITE INSPECTION TASK FORCE LEADER (SITFL)/ FEMA PROGRAM DELIVERY MANAGER (PDMG), FEMA, NATIONWIDE (2017 – 2020)

Jake was deployed to multiple disasters to provide training to team members on the operation of Grants Manager and the New Delivery model.

He also provided site inspection services to conduct preliminary damage assessments, formulate projects, and develop cost estimations.

- California 2017/18 Wildfires DR-4344, 4353, 4382 and 4404: Deployed as a SITFL and supervised a team of 18 site inspectors and 2 crew leaders performing site inspections for over 500 destroyed and heavily damaged fire related facilities.
- Hawaii DR-4365/DR-4395: Deployed to Hawaii (Island of Kauai) on multiple flooding events (DR-4365/DR-4366) where he managed 2 crew leads and 14 site inspectors, inspecting over 300 sites for flood damage. In addition, on same event, acted as PDMG for 7 Applicants interfacing with State and local stakeholders to develop over 100 grants across all categories of work.
- Hawaii DR-4395: Deployed to serve the same critical mission throughout the State of Hawaii where Jake was tasked with working with state and local counterparts on how to rebuild public infrastructure lost to the Kilauea volcanic eruption (DR-4366) and numerous flooding events (DR-4365/DR-4395)
- California DR-4407/DR-4431/DR-4434: Redeployed to California to coordinate/execute all Southern California site inspections for DR-4407 (Woolsey Fire specifically) and winter 2019 severe storms (DR-4431, 4434).

PROJECT SPECIALIST, FEMA PA PROGRAM, NATIONWIDE (2015 – 2017)

Jake was tasked with performing 300+ site inspections for public infrastructure after disasters in Minnesota (DR-4290), Maryland (DR-4261), and Washington D.C. (DR-4260). He managed all categories of work, developing more than 250 grants in excess of \$10 million in recovery funds.

JAKE JOSEPH
COST ESTIMATOR



YEARS OF EXPERIENCE

7 years

EDUCATION

BA, Communication Arts, Otis College of Art and Design, CA

AA, Graphic Design, Santa Monica College, CA

CREW LEAD, RUI RECYCLING CO., SAN CLEMENTE, CA (2010 – 2012)

Jake led a team of damage consultants in the field of high-value recyclables and metals. Clients included the City of Santa Ana and Boeing Airplane Company. He conducted consultations for high-impact damage evaluations for public and private infrastructure systems.

Cathy is a GIS expert with 15 years of experience using and teaching GIS technology. She brings experience providing GIS analysis, mapping, and risk analysis products for emergency management and performs Enhanced (Level 2) HAZUS-MH modeling for earthquakes, floods, and hurricanes.

Her skills include but are not limited to:

- ESRI's ArcGIS Desktop v.10.x, ArcGIS Enterprise (v.10.x), and Portal for ArcGIS administration, configuration, and security and related Desktop extensions including Spatial Analyst, Maplex, Network Analyst, 3-D Analyst, Data Interoperability, Crime Analysis Spatial Extension, ArcGIS Editor for OpenStreetMap, and Geostatistical Analyst
- ArcGIS Pro 1.x/2.x including Spatial Analyst, 3D Analyst, Network Analyst, Geostatistical Analyst, & Data Interoperability extensions.
- GIS Web Mapping Application development including customization of widgets, pop-ups, & symbology using ArcServer APIs.
- ArcGIS Online, Web App Builder for ArcGIS, Survey 123, QuickCapture, Collector for ArcGIS & Story Maps for ArcGIS
- Advanced cartographic skills: map layouts, map books using data driven pages, style sheets, custom symbols, templates, and map design
- Data collection using Trimble GPS, TerraSync, and Pathfinder Office
- Data editing, metadata, QA/QC, topology, geocoding
- Project management skills including managing grant funded projects

GIS DATA SPECIALIST, WITT O'BRIEN'S, (2022 – PRESENT)

As a member of the Witt O'Brien's, Cathy is providing GIS and data management for disaster management projects across the US to support recovery from storms as well as the COVID-19 pandemic.

GIS DATA SPECIALIST, WASHINGTON STATE DEPARTMENT OF REVENUE SENIOR PROJECT (2021 – 2022)

Cathy maintained and configured GIS related databases, data models, applications, and software within the agency and provide escalated system support to both internal users and the public. She worked within other State Agencies, City, County, and Tribal partner to collaborate on data quality and integration. She created and maintained custom scripts, web applications, spatial data and layers using COTS, multiple development languages and scripting languages, providing graphics, maps and other property-related information to both internal customers and the public. She provided technical

CATHY WALKER, GISP GIS/HAZUS SPECIALIST



YEARS OF EXPERIENCE

15+ years

EDUCATION

MS, Geographic Information Science,
University of Denver

BS, Chemistry, University of Puget
Sound

Baccalaureate Certificate,
Geographic Information Systems &
Spatial Modelling, University of
Washington-Tacoma

CERTIFICATIONS/TRAINING

GIS Professional (GISP) Certification,
GIS Certification Institute; Cert
#60523

FEMA Professional Development
Series Certificate

FEMA HAZUS-MH Practitioner
Certificate

FEMA HAZUS-MH Trained
Professional Certificate

**SEE NEXT PAGE FOR ADDITIONAL
CERTIFICATIONS/TRAINING**

advice and expert interpretations in relation to data quality and integrity for high-level data sets utilized by the agency and for state projects.

GIS MANAGER, CITY OF MAPLE VALLEY, WASHINGTON (2018 - 2021)

Cathy completed mapping and analysis needs for the city's inclusion in King County's 2020 Hazard Mitigation Plan. She provided new maps for the city's Critical Facilities & Infrastructure, Flood Hazard Areas, Landslide Hazard Areas, Liquefaction Susceptibility, Wildfire Susceptibility, and NEHRP Soils. She collected all new features installed and maintained by the city using Trimble GPS/TerraSync and Pathfinder Office.

RELEVANT TRAINING AND CERTIFICATIONS (CONTINUED):

GIS Courses:

- ArcGIS Desktop III: Analysis & Workflows
- Creating Effective Web Mapping Applications Using ArcGIS Server
- Building Web & Mobile ArcGIS Server Applications Using the JavaScript API
- GIS Programming 101 for ArcGIS 10: Mastering Python
- Getting Started w/ ArcGIS Pro
- Regression Analysis Using ArcGIS Pro
- Raster Data Processing w/ ArcGIS Pro
- Working with NetCDF Data in ArcGIS Pro
- Creating Vector Tiles in ArcGIS Pro
- Building Geoprocessing Models Using ArcGIS Pro
- Automating Workflows Using ArcGIS Pro Tasks IS -100 – Introduction to the Incident Command System, ICS-100

FEMA Emergency Management Institute Training/Certification

- IS -139 – Exercise Design
- IS-200.FW – Basic Incident Command System, ICS-200, for Federal Disaster Workers
- IS -230 – Principles of Emergency Management
- IS -235 – Emergency Planning
- IS -240 – Leadership & Influence
- IS -241 – Decision Making & Problem Solving
- IS -242 – Effective Communication
- IS -244 – Developing & Managing Volunteers
- IS -340 – Hazardous Materials Prevention
- IS -700 – National Incident Management Systems (NIMS), an Introduction
- IS -701 – NIMS Multi-Agency Coordination System
- IS -702 – NIMS Public Information Systems
- IS -800.A – National Response Plan (NRP), an Introduction
- IS -800.B – National Response Framework, an Introduction
- E172 – HAZUS-MH for Flood
- E174 – HAZUS-MH for Earthquake
- E296 – Application of HAZUS-MH for Risk Assessment
- E313 – Basic HAZUS-MH
- E317 – Comprehensive Data Management for HAZUS-MH

Joseph W. Berman has more than 15 years of direct experience as a FEMA Public Assistance (PA) disaster recovery and closeout specialist.

Over his career, Joseph has functioned in various roles during the recovery efforts for multiple hurricanes and severe weather events. He has performed as a public assistance consultant, FEMA and state project assistance coordinator and project specialist, and FEMA and state closeout specialist. He has helped federal, state, and local governmental agencies, NGOs, and the private sector navigate the FEMA PA Program, focusing on infrastructure damage assessments and project closeout. He also has on-the-ground disaster recovery experience as a former FEMA PA-TAC team lead for multiple disasters.

Joseph also has more than 30 years of experience as a licensed property and casualty, life, and health insurance agent in the State of Florida where he specialized in commercial business insurance.

HURRICANE IRMA DISASTER RECOVERY SUPPORT, HILLSBOROUGH COUNTY, FLORIDA (2017 – 2019)

Joseph worked with the County's Capital Projects Budget Director to identify and develop a FEMA Damage Inventory. Once damages were identified and estimated, he then coordinated with 36 county department representatives conduct inspections, developed a damage description, and collected the required supporting documentation required by FEMA policy guidance. He uploaded into the FEMA Grants Portal the damage category narratives and all supporting documentation, including insurance, pay policy, procurement policy, Force Account Labor, Force Account Equipment, Materials and Contractors contractual agreements, invoices, and proof of payment. He worked with the assigned FEMA Program Delivery Manager to clarify and resolve FEMA questions related to documentation and FEMA public assistance policy. As a result of the effort, \$19.4 million of identified and documented category A through G grant projects were submitted to FEMA for review, approval, and obligation.

HURRICANE IRMA DEBRIS SUPPORT, MULTIPLE CLIENTS, FLORIDA (2017)

During Hurricane Irma, Joseph served as a Debris Manager for six municipalities in the South Florida area. He was responsible for the truck capacity certification, truck placarding, and recording of debris contractor's license, vehicle registration and insurance documentation. As a roving Debris Manager of six municipalities, he assisted in the training and management of debris ROW monitors crews, Leaner and Hanger monitor crews, Debris Management Site monitoring crews, and Final Disposal monitoring crews, to ensure that the debris monitoring process adhered to the FEMA Public Assistance Policy.

JOSEPH BERMAN **DAMAGE / SAFETY INSPECTOR**



YEARS OF EXPERIENCE

25+ Years

EDUCATION

BA, Risk Management and Insurance,
Florida State University

LICENCES/CERTIFICATIONS/TRAINING

Professional Insurance Agents
Florida Association of Insurance Agents
Florida Property and Casualty Agent's
License

FEMA Classroom Training:
E0201 (Debris Technical Specialist)
E0214 (Unified Hazard Mitigation
Assistance: Project Implementation and
Closeout)
E0480 (Public Assistance Cost Estimating
Format)
FEMA National Emergency Management
Information System (NEMIS)
FEMA Emergency Management Mission
Integrated Environment (EMMIE)

PROFESSIONAL EXPERIENCE

Witt O'Brien's, LLC (2016 – Present),
PA Specialist

Tidal Basin (2013), PA Consultant

Disaster Strategies and Ideas Group
(2012 – 2013), PA contractor

Nationwide Infrastructure Support
Technical Assistance Consultants
(NISTAC), 2005 – 2011, PA TAC
contractor

HURRICANE MATTHEW PA TECHNICAL SUPPORT, DUVAL COUNTY, FLORIDA (2016 - 2017)

Following Hurricane Matthew, Joseph served as State Project Coordinator and State Project Specialist. He worked with Applicant's Duval County and Jacksonville Electrical Authority and assisted FEMA Project Specialist in writing and reviewing Project Worksheets category A thru G. He also acted as advocate for Applicant and FEMA to assure favorable outcomes/

HURRICANE MATTHEW DEBRIS SUPPORT, MULTIPLE CLIENTS, FLORIDA (2016)

During Hurricane Matthew, Joseph served as a Debris Manager for City of Stuart, FL and City of Fernandina Beach, FL and Nassau County, FL. As a roving Debris Manager, he assisted in the training and management of debris ROW monitors crews, Leaner and Hanger monitor crews, Debris Management Site monitoring crews, and Final Disposal monitoring crews to make sure the debris monitoring process adhered to the FEMA Public Assistance Policy. He was also responsible for end of day reconciliation of debris monitors tickets and summary of debris contractors' activities.

SUPERSTORM SANDY GRANTS MANAGEMENT SUPPORT, STATE OF NEW JERSEY (2014 - 2016)

As State Project Closeout Specialist, Joseph provided technical assistance in the validation, reconciliation, and compliance with applicable FEMA policies and procedures. He was assigned to the State Agency Team, where he was responsible for analyzing and evaluating the supporting documentation of New Jersey State agencies such as the NJ Department of Transportation, the NJ Department of Environmental Protection, the South Jersey Transportation Authority, the New Jersey Transportation Authority, the NJ Water Authorities, and the NJ State Police. He prepared Final Inspection Reports and prepared closeout packages for large project PWs.

FEMA PUBLIC ASSISTANCE SUPPORT, NEW YORK UNIVERSITY (2013)

Prior to joining Witt O'Brien's, Joseph served as a Public Assistance consultant for Tidal Basin and worked with New York University's Langone Medical Center and School of Medicine in New York City to identify emergency protective measures and force account labor costs that met FEMA category B eligibility requirements. He worked with NYU's Finance Department to obtain the Applicant's Force Account Overtime Payroll Data, Collective Bargaining Agreements and Benefit Information. He also analyzed the Applicant's payroll data and prepared a Category B Emergency Protective Measures narrative proposal. The narrative proposal identified the applicant's eligible Force Account Labor Overtime Costs for pre-storm emergency activity, evacuation of 322 critical care patients and emergency/temporary repairs by the Applicant's Facility Department to reopen this critical care facility.

FEMA PUBLIC ASSISTANCE SUPPORT, STATE OF FLORIDA (2012 - 2013)

After Tropical Storm Debby and Hurricane Isaac and Hurricane Matthew battered the state of Florida, Joseph worked as a FEMA PA contractor with Disaster Strategies and Ideas Group to assist local, state and FEMA representatives. He was part of a team assigned to reconcile and close out large, expedited, consolidated, improved and alternate projects from Tropical Storm Debby and Hurricane Isaac. He assisted state-level applicants with the PA process and performed data collection. He assisted FEMA project specialists in writing and reviewing Project Worksheets (PWs) for categories A through G. He also worked with PACs and the PW Quality Assurance and Quality Control (QA/QC) team to resolve any outstanding issues. Working alongside a counterpart from the Florida Division of Emergency Management (FLDEM), Joseph performed closeout activities for state level applicants and acted as an advocate for those applicants during the FEMA appeals process to ensure favorable outcomes. Joseph performed closeout activities for FLDEM, where he and an agency counterpart acted as an advocate for applicants funding appeals to ensure favorable outcomes.

PA-TAC SUPPORT, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) (2005 - 2011)

As a PA-TAC contractor for Nationwide Infrastructure Support Technical Assistance Consultants (NISTAC), Joseph deployed to multiple disasters including Midwest storms/floods (Indiana, Wisconsin, and Minnesota), and Hurricanes Katrina (Florida, Mississippi, Louisiana), Rita (Louisiana), Wilma (Florida), and Charley, Frances, and Jeanne (Florida). Across these assignments, he conducted public building and infrastructure damage assessments, performed data collection, helped determine project eligibility, wrote and reviewed PWs (Categories A through G), conducted QA of contractor performance, evaluated mitigation techniques and flood plain maps, and provided reconciliation and close-out support for eligible projects in coordination with State counterpart. He also updated and maintained case management files in FEMA's National Emergency Management Information System (NEMIS)/Emergency Management Mission Integrated Environment (EMMIE) and FEMA Grants Portal. Specific responsibilities included:

- Joseph helped the Cities of Clarksville, Jeffersonville, and New Albany, Indiana recover from a series of storms that devastated the area. He updated and maintained case management files in FEMA's National Emergency Management Information System (NEMIS) and FEMA's Emergency Management Mission Integrated Environment (EMMIE) for the various Cities and the Flood Control Districts of Jeffersonville-Clarksville. He assessed damage to roads, flood control facilities and public buildings throughout the impacted area. He also wrote PWs for all the cities. He assessed damage to facilities and determined scopes of work for the Jeffersonville Parks and Recreation Department. He assisted Jeffersonville's Streets and Sanitation Department, as well as the stormwater and wastewater departments. He participated in debris monitoring activities for New Albany, where he supervised push crews, haul crews and leaner/hanger crews for time and attendance. He wrote end-of-day payment tickets and crew report activities.
- As part of the recovery efforts for Hurricanes Katrina and Wilma, Joseph was assigned to a team in Broward County, Florida that was assembled to assist local, state, and FEMA representatives to reconcile and close out large, expedited, consolidated, Improved and Alternate projects. Joseph conducted closeout activities for eligible projects and wrote final closeout PWs and managed them through the State's management system. He also assessed damage at various ports, airports, wastewater, and stormwater facilities throughout the Fort Lauderdale (Florida) area.
- While deployed to Jackson Mississippi, Joseph worked with a team assembled to assist local, state, and FEMA representatives to reconcile and close out large, expedited, consolidated, Improved, and Alternate projects resulting from Hurricane Katrina. He assisted state-level applicants with the PA process and performed data collection. Joseph conducted closeout activities for projects that were eligible under for PA funding. He wrote final closeout PWs and managed them through NEMIS and EMMIE. He also worked with PACs and the PW QA/QC team to resolve any outstanding issues. Joseph, working alongside counterparts from the Mississippi Emergency Management Agency (MEMA), performed closeout activities for state-level applicants, and acted as an advocate for those applicants during the FEMA appeals process to assure favorable outcomes.
- As part of the recovery efforts from Hurricane Wilma in Florida, Joseph was assigned to a team in Miami-Dade County, Florida that was assembled to assist local applicants with damage assessment. He coordinated with FEMA PA Project Specialists, and wrote and reviewed PWs. He evaluated public buildings and school structures for the Miami-Dade County Public School Board and the Miami-Dade Parks, Recreation, and Operations Department to determine project eligibility under the PA Program.
- As part of the recovery efforts from Hurricanes Katrina and Rita in Louisiana, Joseph conducted damage assessment and site plans for the US Army Corps of Engineers' Project Blue Roof. He participated in debris monitoring activities throughout Louisiana, where he supervised push crews, haul crews, bucket truck crews, and leaner/hanger crews for time and attendance. Joseph wrote end-of-day

payment tickets and crew report activities and worked with PACs and the PW QA/QC team to resolve outstanding issues.

- Joseph participated in the City of Tampa's (Florida) recovery efforts from Hurricanes Charley, Frances, and Jeanne. He assisted local applicants with the PA process and performed data collection. He wrote and reviewed PWs. He worked with PACs and the PW QA/QC team to resolve outstanding issues. He evaluated assessed damage to various buildings, flood control facilities, and sporting arenas throughout the impacted area for governmental agencies and non-governmental organizations, such as the Tampa Wastewater Department, the Tampa Sports Authority, and St. Joseph's Hospital.
- Joseph assisted communities in Collier County, Florida with their efforts to recover from Hurricane Charley, Frances, and Jeanne. He assisted local applicants, such as governmental agencies and non-governmental organizations, with the PA Program and performed data collection. He wrote and reviewed PWs, and he worked with PACs and the PW QA/QC team to resolve outstanding issues.
- As part of the recovery efforts from Hurricanes Charley, Frances, and Jeanne, Joseph conducted damage assessment and site plans for the US Army Corps of Engineers' Project Blue Roof and the deployment of FEMA travel trailers around Fort Meyers, Florida. He also conducted QA/QV evaluation to verify contractors' performance and ensure that they were complying with relevant federal laws and regulations, as well as US Army Corps of Engineers' specifications and guides.
- As part of the response effort to a series of devastating storms that affected Beltrami and Marshall Counties in Minnesota, Joseph assisted local applicants with the PA process and performed data collection on their behalf. He coordinated with FEMA Project Specialists and wrote and reviewed PWs. He worked with PACs and the PW QA/QC team to resolve outstanding issues. Joseph evaluated floodplain maps and hazard mitigation techniques.
- Joseph assisted local applicants with the PA process and performed data collection for the counties surrounding Madison, Wisconsin following a series of severe storms. He also coordinated with FEMA Project Specialists, wrote, and reviewed PWs. He worked with PACs and the PW QA/QC team to resolve any outstanding issues.

Erika has 5 years of experience in emergency management preparedness and response. She specializes in developing and conducting drills, emergency management plan updates, and emergency notification systems and capabilities.

Erika comes from a law enforcement background and is familiar with the Incident Command System, NIMS, and risk management processes. She first developed her skills as a Tribal Administrator, AmeriCorps Disaster Responder, Fire Volunteer, and Tribal Emergency Manager.

RESPONSE OPERATIONS SPECIALIST, WITT O'BRIEN'S (2021 – PRESENT)

Erika brings support in emergency planning, training, exercise, response, and recovery experience across broad range organizations including local, state, NGO and federal first responder entities. Erika supported Witt O'Brien's readiness and resilience practice, implementing strategies to maintain and quickly resume mission-critical functions for clients in response to the COVID-19 pandemic.

TRIBAL EMERGENCY RESPONSE MANAGER, TWENTY- NINE PALMS BAND OF MISSION INDIANS COACHELLA, CALIFORNIA (2020 – 2021)

Erika supported emergency management planning efforts in Tribal communities. She designed and conducted surveys, collected qualitative and quantitative assessment data, developed emergency operations and/or contingency plans, documents, manuals, policies, procedures, and developed and conducted trainings and exercises. She also provided presentations and trainings, developed educational materials for stakeholders, and participated in all project coordination.

EMERGENCY MANAGEMENT & DISASTER RELIEF COORDINATOR/PLANNER, AMERICORPS, RIVERSIDE, CA (2020)

Erika was responsible for data entry for LISTOS merit system that enables trusted organizations and applications to better engage and serve individuals. She worked with clients through various confusing equations to help organize invoices, receipts, accounting records, and even coordinating with experts in the field regarding specific specialty items. Additionally, she supported disaster Recovery and COVID Testing sites for Companies and Government Entities. Her efforts also included responding to complex customer inquiries, provided general information to the public regarding the federally declared disaster.

Additionally, she executed and implemented program initiatives to maximize the Commission's level of preparedness to respond to natural disasters and man-made emergencies.

EMERGENCY PREPAREDNESS COORDINATOR ADMINISTRATIVE ASSISTANT, LA JOLLA BAND OF LUISEÑO INDIANS PAUMA VALLEY, CA (2019 – 2020)

Erika acted Assumed the role of Emergency Preparedness Coordinator to support the needs of the Covid-19 Pandemic. Erika audited and generated disaster recovery policies, plans, and procedures by performing a gap analysis of the Tribal mission-critical disaster recovery plans to identify improvements based upon industry best practices. Worked closely with Department of Homeland Security, National Continuity Programs Office, White House, and other Federal Emergency Coordinators to establish and maintain Multi-Year Tests, Training, and Exercise Schedules.

ERIKA PORTER

EOC SUPPORT



YEARS OF EXPERIENCE

5 Years

EDUCATION

National University, Masters, Homeland Security, Law Enforcement, Firefighting and Related Protective Services

American Military University, Masters, Crisis/Emergency/Disaster Management

American Military University, Bachelors, Homeland Security, Law Enforcement, Firefighting and Related Protective Services

LICENCES/CERTIFICATIONS/TRAINING

G205: Disaster Recovery, G358: Evacuation And Re-Entry Planning Course, Virtual Tabletop Exercise 2020, Professional Development Series, Is - 0005.A, Is - 00029.A, IS - 00035.20, IS -0037.20, IS - 00907, IS - 00144, IS - 00200.C, IS - 00201, IS - 00393.B, IS - 00520 , IS - 01010, IS - 02700; Certified Disaster Recovery Engineer

CONTRACT REDLINES

(Clause #, Page #, Redlined Clause)

Page 15

3.9. Ownership of Works.

(a)

As used in Sections 3.9 and 3.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b)

With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.10 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

(c)

Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. ~~To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.~~

~~Notwithstanding the foregoing, the Buyer acknowledges that in the course of its performance under the Agreement the Contractor may use products, materials and methodologies previously developed and proprietary to the Contractor, and the Buyer agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement, if any, executed by the parties.~~

3.10. Intellectual Property.

(a)

~~Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.~~

(b)

~~If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).~~

~~It is understood and agreed that the documents and other materials prepared pursuant to this Agreement are prepared specifically for Buyer for a particular purpose, and~~

- a) Contractor is not liable for any alternative use by Buyer or a third party
- b) Buyer shall not redistribute the Work for use other than the purpose for which it was created or
- c) Buyer shall not sell such product to a third party

(c)

Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

Page 16

3.15. Best Pricing for Comparable Services to Other Government Entities.

~~Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.~~

Page16-17

3.16. Invoicing and Payment.

(a)

Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

(b)

To the extent Contractor's fees include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Federal GSA rates.

(c)

~~Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.~~ Buyer is obligated to make payment to Contractor within 30 days of a correctly submitted invoice.

Page17

3.18. Right of Setoff.

Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor and allowing time to remedy, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in the Town of Fort Myers Beach) against Contractor.

Pages 17-18

3.19. Retention of Records / Audits.

(a)

Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b)

Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c)

At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d)

Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor.

(e)

Consultant must permit Buyer to interview any of Consultant's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f)

Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all

deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g)

All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h)

Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i)

~~Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.~~

Page 19

3.25. Contractor Remedies Upon Buyer Default.

Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. ~~Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.~~ The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

~~In no event shall either party be liable for any exemplary, punitive, incidental, special, indirect or consequential damages of any kind, including, without limitation, any loss of profits or revenue, loss of use of property or equipment and business interruption losses, regardless of the cause of such damages, including, without limitation, any negligence (whether active, passive, sole, concurrent or gross), breach of duty (whether statutory, contractual or otherwise) or any other fault of either party or any other person or entity, and regardless of whether the claim is based in contract, tort, strict liability or otherwise.~~

~~3.38. Prompt Payment to Subcontractors and Suppliers. Page 22~~

~~(a)~~

~~Generally. When Contractor receives payment from Buyer for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from Buyer. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the Buyer and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.~~

~~(b)~~

~~Third Party Liability. The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between Buyer and any subcontractor, supplier, or any third party or create any Buyer liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to Buyer.~~

Page 39

Attachment F INDEMNIFICATION

APPLICANT shall hold harmless, indemnify, and defend the Town of Fort Myers Beach and the Town's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, ~~without limitation, any and~~ all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1.

General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, ~~whether arising out of or incidental~~ to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

~~2.~~

~~Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and~~

3.

Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly ~~or indirectly out of any allegation that from~~ the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its obligation under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall ~~not~~ be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Page 40 - 41

Attachment G Additional Insurance Provisions

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Town of Fort Myers Beach and its members, officials, officers employees and agents.

CONTRACTOR'S insurance shall include a waiver of subrogation in favor of the Town of Fort Myers Beach and shall name the Town of Fort Myers Beach as an additional insured, to the extent of the liabilities assumed by CONTRACTOR under this Agreement.

WITT O'BRIEN'S

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S
PART OF THE **AMBIPAR** GROUP

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wittobriens.com

1. **Requested Motion:**

Meeting Date: January 9, 2023

Adopt Resolution 23-07 approving the First Amendment to the Professional Services Agreement between the Town of Fort Myers Beach and Coastal Engineering Consultants, Inc. for Beach Renourishment Professional Engineering Services to include 2-CFR clauses.

Why the action is necessary:

2-CFR clauses are required to be eligible for FEMA public assistance requests.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Town previously entered into a Professional Services Agreement with Coastal Engineering Consultants, Inc. to assist the Town with professional engineering services for a sand renourishment project on Estero Island to include, but not be limited to, feasibility, planning, stakeholder coordination, design, permitting, surveying, funding and grant support, bid phase, construction administration & observation, and monitoring services in accordance with State & Federal statutes, Town codes, rules, regulations, ordinances, etc.

As a result of the damage to the Town's beach caused by Hurricane Ian, additional services are required and additional clauses need to be added to the PSA so that the costs incurred by the Town are eligible for FEMA reimbursement.

Attachments:

1. Resolution 23-07, First Amendment to RFQ-21-09-EN
2. RFQ-21-09-EN Professional Services Agreement 20210511
3. 2 CFR documents

Financial Impact:

6. **Alternative Action**

Do not approve the First Amendment.

7. **Management Recommendations:**

8. **Recommended Approval:**

Chadd Chustz, Environmental Services
Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Keith Wilkins ,

Created/Initiated - 1/5/2023
Approved - 1/5/2023
Approved - 1/5/2023
Final Approval - 1/5/2023

FIRST AMENDMENT TO AGREEMENT BETWEEN

TOWN OF FORT MYERS BEACH

AND

COASTAL ENGINEERING CONSULTANTS, INC.

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this ____ day of January __, 2023 by and between the Town of Fort Myers Beach (“Town”), and Coastal Engineering Consultants, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, in May 2020, the Town and Contractor entered into an Agreement (“Agreement”) for Contractor to provide professional coastal engineering services in response to Town RFQ-21-09-EN “Beach Renourishment Professional Services” (“Services”). A copy of the Agreement is attached hereto as Exhibit “A” and made a part hereof by this reference; and

WHEREAS, the parties desire to amend the Agreement to include specified policies, procedures, and requirements to comply with the Federal Emergency Management Agency’s Public Assistance Program policy guidelines.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the Contractor agree to the following amendments to the Agreement as follows:¹

1. Article 18 of the Agreement – Entire Agreement. This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood, and agreed to be an integral part of this Agreement:

- (1) EXHIBIT “A” entitled “Scope of Professional Services”, dated May 17, 2021.

1/ Additions to existing text are shown by underline, and deletions are shown as ~~striketrough~~.
141460383.1

(11) EXHIBIT “K” entitled “Affidavit of Confidentiality”, dated April 5, 2021.

(12) EXHIBIT “L” entitled “Federal Emergency Management Agency Public Assistance”, undated.

(12) ATTACHMENT “A” entitled “RFQ Proposal from Provider”.

2. Remaining Provisions of the Agreement. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and Firm have executed this First Amendment this ____ day of January 2023.

CONTRACTOR:

TOWN OF FORT MYERS BEACH:

By: _____
Its: _____

Chris Holley, Interim Town Manager

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 17 day of May, 2021 by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **Costal Engineering Consultants, Inc.** ("Consultant"), whose address is **28421 Bonita Crossings Boulevard Bonita Springs, FL 34135.**

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning RFQ-21-09-EN Beach Renourishment Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

(1) **QUALIFIED PERSONNEL:** The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.

(2) **CONSULTANT'S PROJECT DIRECTOR:** The Consultant agrees to employ and designate, in writing, a

qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

(3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.

(4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

(5) SUB-CONTRACTOR: The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.

(2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval,

nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state

that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility, or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

2.15 E-VERIFICATION: As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
- e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

(1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.

(2) **TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL:** At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

(1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

(2) **NOT-TO-EXCEED FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:

- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this

Agreement and any Supplemental Task Authorizations and

- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

(1) **MONTHLY STATEMENTS:** The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.

(2) **PAYMENT FOR SERVICES PERFORMED:** The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

(A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying, or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) **PAYMENT SCHEDULE:** The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested

breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by _____ as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and

actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to

engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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 (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated May 17, 2021.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated May 17, 2021.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated May 17, 2021.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated May 17, 2021.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated May 17, 2021
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated May 17, 2021
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated May 17, 2021.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated April 5, 2021
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated April 5, 2021.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated April 5, 2021.
- (12) ATTACHMENT "A" entitled "RFQ Proposal from Provider"

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

COASTAL ENGINEERING CONSULTANTS, INC.
(Consultant's Business Name)

28421 BONITA CROSSINGS, BLVD
(Street/ P.O. Box)

BONITA SPRINGS, FL 34135

(City)

(State)

(Zip Code)

Telephone Number:

239-643-2324

Fax Number:

239-643-1143

Email:

mpoff@cecifl.com

ATTENTION:

Michael T. Poff
Project Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH ³⁰

By: [Signature]
Roger T. Hernstadt, Town Manager

ATTEST:

By: [Signature]
Amy Baker, Town Clerk
JASON FREEMAN, DEPUTY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: [Signature]
John. R. Herin, Jr., Town Attorney

PROVIDER: COASTAL ENGINEERING CONS.
Printed name of organization

BY: [Signature]
Signature
MICHAEL T. ROSE
Printed name of person signing
PRESIDENT
Title (printed)

[Signature]
Witness Signature
Karen J. Taylor
Printed name of Witness

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

RFQ-21-09-EN Beach Renourishment Professional Services RFQ-20-06-AD

SCOPE OF PROFESSIONAL SERVICES

It is the intention of The Town of Fort Myers Beach to retain the services of a firm for professional services in assisting the Town with professional engineering services for a sand renourishment project on Estero Island to include, but not be limited to, feasibility, planning, stakeholder coordination, design, permitting, surveying, funding and grant support, bid phase, construction administration & observation, and monitoring services in accordance with State & Federal statutes, Town codes, rules, regulations, ordinances, etc. Additional services may be required including but not limited to expanding the project limits to include additional shoreline reaches.

Estero Island Beach Renourishment Phase I

TASK 1 DATA COLLECTION (MAY – JULY, 2021)

Review existing permit drawings of the permitted borrow area, borrow area vibracores, delineated shoal seagrass border and identified magnetic anomalies. Utilizing the borrow area survey to be conducted in early summer 2021 under separate contract, estimate the volume remaining within the permitted borrow area and whether it will be sufficient for the initial nourishment event and two renourishment events. Based on the analysis, determine if collecting additional data will be required to either confirm previously identified magnetic anomalies or clear them and eliminate the no dredge area buffers established in the existing permit. Determine whether collecting additional vibracores may be necessary for extending the permitted borrow area limits to increase dredge volume. Collection of additional geophysical surveys and vibracores shall be conducted using contingency funds.

Conduct diver transects of a 300-foot wide buffer around the permitted borrow area and the nearshore zone along the beach south of the permitted fill limits to map natural resources if present.

Map existing armoring structures such as revetments or seawalls and locate the vegetation line along the beachfront properties.

TASK 2 PRELIMINARY DESIGN (MAY – AUGUST, 2021)

Review historic monitoring survey data. Compute shoreline and volume changes and background erosion from the initial restoration to the 2021 beach monitoring survey to be collected under separate contract. Evaluate performance of beach fill and terminal groin.

Conduct sea level change analysis applying industry standard techniques (e.g., USACE methodology) and estimate the change since the permit was issued in 2002 through 2021. Assess whether the existing permitted fill template needs to be vertically adjusted to account for future sea level change.

Review FDEP's critical erosion designations, evaluate extending beach fill to include critically eroded segments, and recommend beach fill segments to be included in the Project. Conduct SBEACH model to determine optimal beach width and elevation. Compute background erosion rate. Estimate advanced fill volume to account for future losses between renourishment cycles. Perform equilibration analysis to account for initial beach profile equilibration after fill placement. Combine design, advanced and initial equilibration volumes to estimate beach fill requirements and yield the recommended template to advance in the design and permitting phases.

Based upon the historic and additional geophysical and geotechnical data (acquired under Contingency Task), develop borrow area boundaries. Using this data, prepare stratigraphic (a.k.a., "geologic") cross sections and include surface bathymetry, maximum depth of cut and lateral extent of significant beach compatible sand layers.

Prepare plan view maps of the borrow area that include vibracore locations, bathymetry, proposed horizontal boundaries, and fill thickness (a.k.a., isopach maps). Prepare associated shapefiles to be provided to the FDEP for inclusion in the ROSSI database.

Perform a compatibility analysis whereby beach-quality sediment identified in the vibracores will be compared with available native beach sample data with respect to sediment texture, composition, and color. Utilize appropriate techniques to estimate textural compatibility, whereby composite sample means and sorting are calculated for the native beach and proposed borrow area, the overfill ratio and renourishment factor are estimated, and a reference range of native beach sediments compared to range of borrow area sediments are developed. Qualitatively assess the compatibility of potential borrow area sediments including a comparison of sediment texture, composition, and color.

Prepare preliminary design drawings that include location map; vicinity map; plan views depicting beach fill, borrow areas, construction access and staging areas, potential pipeline corridor; cross sections depicting dredge templates and beach fill templates; and details. The preliminary plans shall serve as the permit drawings for the permit process. Based on the preliminary design documents, prepare a Preliminary Opinion of Probable Construction Cost including a 25% contingency.

TASK 3 JOINT COASTAL PERMIT (JCP) APPLICATION (JULY – OCTOBER, 2021)

Pre-Application Conferences

Prepare a PowerPoint presentation for the agency meetings. Arrange, attend, and chair a total of two pre-application conferences with FDEP regulatory and project management staff and USACE regulatory staff as described below.

- **FDEP/FFWCC Pre-Application Conference:** Arrange, attend, and chair a pre-application virtual conference with the Town, FDEP Bureau of Beaches and Coastal Systems, and FFWCC staff. The purpose of the pre-application conference will be to:
 - present the Project Preliminary Design,
 - confirm or revise the scope of subsequent tasks,
 - identify Project issues and means to address these issues, and
 - identify requirements for obtainment of a permit.
- **Federal Agency Pre-Application Conference:** Arrange, attend, and chair a pre-application conference with the USACE along with invited staff from the National Marine Fisheries Service (NMFS) and U.S. Fish & Wildlife Service (USFWS) at the USACE's office in Ft. Myers. The purpose of the federal coordination meeting is to:
 - present the Project Preliminary Design,
 - confirm that a USACE Statement of Findings Environmental Assessment will be sufficient for compliance with the National Environmental Policy Act,
 - confirm species to be addressed and information required for the NMFS and USFWS initiation of their respective Biological Opinions,
 - identify expected conservation measures to avoid incidental take of sea turtles, and
 - identify the requirements and agencies expected schedule for issuance of NMFS Biological Opinion, USFWS Biological Opinion, and subsequent USACE permit.

JCP Application

Prepare and submit a draft *"Application for Joint Coastal Permitting, Authorization to Use Sovereign Submerged Lands, and Federal Dredge and Fill Permit"*. Prepare and submit to the Town the following supporting documentation necessary for the permitting process. The necessary supporting documentation will likely include:

- Physical Monitoring Plan,
- Biological Assessment,
- Threatened and Endangered Species Monitoring Plans & Protection Plans,
- Sediment Quality Control/Quality Assurance Plan,
- Turbidity Monitoring Plan, and
- Justification for a mixing zone variance request.

The application will include the supporting documentation and the following information: (a) response to each JCP application item, (b) permit sketches (preliminary design drawings) prepared under Task 2, (c) pre-application conference reports; (d) letter from the Town indicating that the proposed Project is consistent with the state approved Local Comprehensive Plan; (e) borrow area survey and legal description; (f) fill area bathymetric survey (hard copy and CD); (h) recent aerial with limits of the Project fill area superimposed; (i) required final geotechnical report for the borrow area (including core sample data, shape files and metadata, and sediment composite spread sheets), (j) available sea turtle nesting and shorebird summary reports; (k) copy of Sea Turtle Lighting Ordinance and description of lighting enforcement actions; (l) Coastal Systems Assessment; and (m) NMFS Checklist. Review the draft JCP application with the Town, incorporate revisions to finalize it, and then submit the JCP application to the FDEP and USACE.

TASK 4 FY2022-2023 STATE FUNDING REQUEST (JUNE – SEPTEMBER, 2021)

Prepare Project Description including Project length, nourishment interval, fill limits, fill volume, and length of shoreline armoring. Assist Town obtain tourism-related tax revenue and County sales taxes and compute Return on Investment and Economic Impact Scores. Based on available beach profile data, compute 30-year erosion rates for Project limits and volume eroded from the design template since last renourishment project. Utilizing the inventory of existing beach accesses and associated public facilities (parking, restrooms, etc.), tabulate summaries and develop aerial maps to illustrate the length of accessible shoreline and degree of public access within the Project Area. Prepare Resolution for Town Council to approve agreeing to provide the local cost-share and affirming their support for Project and the FY2022-2023 Funding Request. Assist the Town prepare and submit the FY2022-2023 annual funding application to the State for inclusion in the Beach Management Funding Assistance Program. Evaluate the associated State cost-share percentages that can be expected under existing State policies. Respond to one DEP Request for Additional Information per Funding Request.

TASK 5 PIPELINE CORRIDOR GEOPHYSICAL SURVEY (JUNE – AUGUST, 2021)

Identify and conduct a detailed level combined geophysical and cultural resources survey of a pipeline corridor extending from the permitted borrow area to the beach. The approximate line spacing will be 100 feet (30 meters). Appropriate "tie-lines" will be conducted perpendicular to the primary lines. The combined survey will include bathymetry, side-scan sonar, seismic, and magnetometer surveys. An RTK GPS will be utilized during the survey to accurately record track-line position.

Budget is based on the Town issuing Notice to Proceed no later than June 7, 2021 to take advantage of mobilized subconsultant conducting detailed geophysical surveys for Lee County in June 2021.

Conduct the bathymetric survey of the pipeline corridor consisting of obtaining sounding data using a single beam depth sounder (200 kHz) and HYPACK navigation and data logging computer system. Analyze and interpret the data to prepare bathymetric charts with track lines superimposed. Arrange data, data files, and maps according to the standard FDEP data file format and include all of the information required by that format.

Conduct the side-scan sonar survey consisting of collecting sonar imagery and analyzing it for surficial bottom features that can indicate the presence of hardbottom, shipwrecks, artificial reefs, debris, pipelines and other bottom features that may interfere with the permitting process. Collect side-scan data using a dual-frequency (100 and 500 kHz) side scan sonar system set at a 164-ft sweep range per channel (330 foot swath). Process side-scan sonar data to generate strip mosaics of the seabed along the tracklines investigated. Prepare a summary table of the key features/targets. Generate geo-referenced TIFFs for each sonar target identified. Prepare a sonar mosaic which includes an overlay of the hardbottom, sonar targets, and magnetic anomalies identified in the survey areas keyed to the summary table.

Conduct the magnetometer survey using the marine cesium magnetometer equipped with bottom tracking altimeter. Display the magnetometer total field, depth and altitude data by the HYPACK Navigation Computer. Configure the HYPACK software to track the magnetometer tow-fish position with each incoming magnetometer reading. Store each reading, combined with position, depth and altitude in the navigation computer hard-drive. Process magnetometer data with the primary intent to identify anomalies along the tracklines investigated related to both surface and subsurface (shallow buried) ferrous items (pipelines, cables, debris and/or iron/steel associated with shipwrecks). Plot anomalies on the features target overview chart and tabulate the anomalies.

Prepare and submit to the Town a Technical Memorandum that summarizes the detailed level geophysical survey and results. Prepare survey drawings in AutoCAD format that include the survey tracklines; hydrography (sun illuminated shaded relief image and 1-foot depth contours); and sonar mosaic which includes an overlay of the sonar targets and magnetic anomalies identified. Prepare ArcGIS shapefiles of pertinent survey deliverables.

The detailed level survey data along the pipeline corridor will be reviewed for potential cultural resources. Prepare and submit to the Town a Technical Memorandum that summarizes the results and marine archaeological assessment for the pipeline corridor. The Technical Memorandum will contain the coordinates for "mag hits". If a "mag hit" is determined to be a potential significant submerged cultural resource eligible under National Register Of Historic Places criteria, buffer zones will be recommended along the pipeline corridor to facilitate the avoidance of these features during mobilization, dredging operations, and demobilization.

TASK 6 PROJECT MEETINGS (MAY 2021 – OCTOBER 2021)

Assist the Town staff prepare a stakeholder presentation. The goals include some or all of the following:

- present goals and objectives,
- present design plans and budgets,
- present funding strategies,
- identify local ambassadors and develop contact list,
- provide an opportunity for public participation and open discussion,
- identify issues and concerns,
- solicit willingness of the local community to financially contribute to the Project,
- review permitting progress,
- present changes implemented since the prior meeting,
- present Recommended Plan and Funding Program.

Attend and present at two (2) meetings such as Town Council and Tourist Development Council. Provide technical support services for the Town specific to stakeholder coordination. The Town will be responsible for publishing notices and advertising for each meeting. Prepare for and participate in the meetings. Prepare a written summary of the meetings. Throughout the progress of work under the above sub-tasks, manage and coordinate the project team's internal efforts and maintain informal contact with the County staff. "Informal contact" includes meeting with the Town's Project Manager routinely, necessary telephone contact, emails, and similar activities not involving the requirement for developing special graphics or presentations, or travel outside the Project area. Prepare written monthly progress reports. Prepare Project schedule and update it as tasks and milestones are met.

TASK 7 DATA COLLECTION AND DESIGN CONTINGENCIES

Due to the complex nature of the work, it is anticipated that additional work may be necessary for data collection and Project design. A contingency budget is recommended for these circumstances. All scopes of work under this task must be reviewed and approved by the Town Project Manager prior to conducting the additional work.

EXCLUSIONS

The following tasks are specifically excluded from the scope of services:

- ◆ Permit Application Processing Fees
- ◆ Public Noticing,
- ◆ Sand Source Search,
- ◆ Final Design Services,
- ◆ Bid Phase Services,
- ◆ Contract Procurement Services,
- ◆ Construction Phase Services,
- ◆ Shorebird Monitoring Services, and
- ◆ Sea Turtle Monitoring and Lighting Surveys.

DELIVERABLES

Task 1

- Data Collection Technical Memorandum

Task 2

- Beach Fill Design Technical Memorandum
- Preliminary Design Drawings
- Preliminary Opinion of Probable Construction Cost
- Compatibility Analysis Technical Memorandum

Task 3

- Pre-Application Meeting Minutes
- JCP Permit Application

Task 4

- FY2022-2023 Funding Request

Task 5

- Geophysical Survey and Cultural Resources Technical Memorandum
- Survey Drawings and Data Files
- kmz Files for Sonar Imagery, Side-Scan Sonar Targets, and Magnetic Anomalies
- ArcGIS Shapefiles of Survey Tracklines

Task 6

- Stakeholder Presentation
- Meeting Summaries
- Monthly Progress Reports
- Project Schedule Updates

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Coastal Engineering Consultants, Inc.

Date: May 17, 2021

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do. Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.				
Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Michael T. Poff, P.E.	Naples	48218	31	Principal Engineer, Project Mgmt., QA/QC
Mark A. Kincaid, P.E.	Bonita Springs	58654	36	Project Manager, Coastal Engineering, Structures
Jeremy B. Herget, P.E.	Naples	79352	12	Managing Engineer, Fieldwork, Design
Grady V. Timmins, P.E.	Naples	86500	8	Project Engineer, Fieldwork, Construction Surveys
Richard J. Ewing, P.S.M.	Naples	5295	37	Marine/Hydrographic Surveying, ECL Plats
Michael F. Stephen, P.G., Ph.D.	Naples	321	46	Coastal Geology
Kris W. Thoemke, Ph.D., CEP	Daytona Beach	05005350	42	Environmental Permitting
Vadim V. Alymov, Ph.D.	Naples		19	Coastal Modeling, Alternatives Analyses
Samantha D. Brasher	Naples		20	Design Drawings, Survey Deliverables
Dustin A. Reeves	Fort Myers		20	Survey Crew Chief, Survey Control, Data Collection
Douglas Block	Fort Myers		8	Construction Inspector

BEACH RENOURISHMENT PROFESSIONAL SERVICES

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: May 17, 2021

**RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD**

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	Data Collection	\$29,830	LS	W.I.P.P.
Task 2	Preliminary Design	\$54,770	LS	W.I.P.P.
Task 3	Permit Application	\$37,350	LS	W.I.P.P.
Task 4	FY2022-2023 State Funding Request	\$ 7,820	LS	W.I.P.P.
Task 5	Pipeline Corridor Geophysical Survey	\$23,660	LS	W.I.P.P.
Task 6	Project Meetings	\$ 2,000	LS	W.I.P.P.
Task 7	Data Collection & Design Contingencies	\$14,570	LS	W.I.P.P.
TOTAL		\$170,000		

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated May 17, 2021, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated May 17, 2021, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B
RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD

Date: May 17, 2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULEConsultant Name: Coastal Engineering Consultants, Inc.

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Engineer	\$74.00	3.0	\$222
Principal Surveyor	\$71.33	3.0	\$214
Senior Consultant*	\$62.67	3.0	\$188
Associate Consultant*	\$59.67	3.0	\$179
Managing Consultant*	\$51.33	3.0	\$154
Coastal Modeler	\$49.33	3.0	\$148
Marine Surveyor	\$47.67	3.0	\$143
Project Consultant*	\$44.00	3.0	\$132
Staff Consultant*	\$37.33	3.0	\$112
2-Man Survey Crew	\$50.57	3.0	\$152
1-Man Survey Crew	\$42.33	3.0	\$127
Senior Designer	\$36.67	3.0	\$110
Survey Technician	\$31.00	3.0	\$93
Construction Observer	\$26.00	3.0	\$78
Senior Project Coordinator	\$27.67	3.0	\$83
Labor	\$13.33	3.0	\$40
* Consultants include Engineers, Surveyors, Geologists, and Scientists			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

**ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
RFQ-21-09-EN Beach Renourishment Professional
Services RFQ-20-06-AD**

Date: May 17, 2021

CONSULTANT NAME: Coastal Engineering Consultants, Inc.

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.54/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast Lunch Dinner	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursable (i.e. film/developing):	
Hydro Survey System	\$600/day
Survey Boat (Offshore)	\$400/day
Survey (Inshore)	\$225/day
RTK GPA Receiver	\$150/day
Robotic Total Station	\$150/day
Water Quality Meter	\$75/day
Jet Pump	\$75/day
Dive Equipment	\$30/person/day
Turbidimeter	\$25/day
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

BEACH RENOURISHMENT PROFESSIONAL SERVICES

**EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD**

Date: May 17, 2021

This EXHIBIT “C” establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT “A” of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 1	Data Collection	75	75
Task 2	Preliminary Design	105	105
Task 3	Permit Application	120	165
Task 4	FY2022-2023 State Funding Request	120	165
Task 5	Pipeline Corridor Geophysical Survey	90	165
Task 6	Project Meetings	165	165
Task 7	Data Collection & Design Contingencies	165	165

BEACH RENOURISHMENT PROFESSIONAL SERVICES

**EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD**

Date: May 17, 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project: (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
Geophysical Surveys	Ocean Surveys, Inc. Old Saybrook, Connecticut				Y	
Funding Program Technical Support	LJA Engineering, Inc. Houston, Texas				Y	

BEACH RENOURISHMENT PROFESSIONAL SERVICES
EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
RFQ-21-09-EN
Beach Renourishment Professional Services

Date: May 17, 2021

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

BEACH RENOURISHMENT PROFESSIONAL SERVICES

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
RFQ-21-09-EN
Beach Renourishment Professional Services

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
RFQ-21-09-EN Beach Renourishment Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

COASTAL ENGINEERING CONSULTANTS
MICHAEL T. POFF P.E.
BY: [Signature]
TITLE: PRESIDENT

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 11th day of May, 20 21, by Michael T. Poff, by means of ☒ physical presence or () online notarization, personally appeared before me and ☒ is personally known to me or () who has produced _____, as identification.

My Commission Expires: 10/1/2024

[Signature]
Signature of Notary Public

Notary Public, State of
Florida

Karen J. Taylor
Printed, Typed or Stamped Name

Commission/Serial No. HH 016512



KAREN J. TAYLOR
Commission # HH 016512
Expires October 1, 2024
Bonded thru Budget Notary Services

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS:
RFQ-21-09-EN Beach Renourishment Professional Services

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm
(If none, enter the word "none" in the space above.)	

BEACH RENOURISHMENT PROFESSIONAL SERVICES

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or

such indemnification agreement.

- (C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

- (C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

- (A) A minimum aggregate limit of \$1,000,000.00.

- (B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.



COASENG-01

KSANCHEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
INSURED Coastal Engineering Consultants, Inc. 28421 Bonita Crossings Boulevard Bonita Springs, FL 34135	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Insurance Company A++ (XV) 25615	
	INSURER B: Travelers Indemnity Co. of America A++, XV 25666	
	INSURER C: Continental Insurance Company A(XV) 35289	
	INSURER D: RLI Insurance Company A+, XI 13056	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			660-7H100045	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-1R474313	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-4639T739	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6024991958	11/1/2020	11/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab.			RDP0039964	6/1/2020	6/1/2021	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ-21-09-EN, Beach Renourishment Professional Services

Town of Fort Myers Beach is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Town of Fort Myers Beach Attn: Town Manager 2525 Estero Boulevard Fort Myers Beach, FL 33931	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

BEACH RENOURISHMENT PROFESSIONAL SERVICES

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
RFQ-21-09-EN
Beach Renourishment Professional Services**

Date: _____

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.____ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Coastal Engineering Consultants, Inc.
(print name of public entity)

by Michael T. Poff, P.E., President
(print individual's name and title)

for Coastal Engineering Consultants, Inc.
(print name of entity submitting sworn statement)

whose business address is 28421 Bonita Crossings Boulevard
Bonita Springs, Florida 34135

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1728628
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

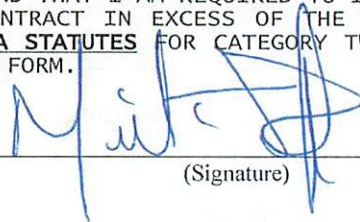
X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

STATE OF Florida

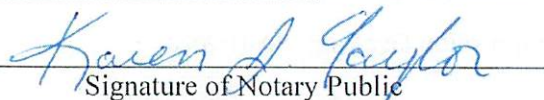
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 5th day of April, 20 21, by Michael T. Poff, by means of ☒ (X) physical presence or ☐ () online notarization, personally appeared before me and ☒ (X) is personally known to me or ☐ () who has produced _____, as identification.

My Commission Expires: 10/1/2024



KAREN J. TAYLOR
Commission # HH 016512
Expires October 1, 2024
Bonded Thru Budget Notary Services


Signature of Notary Public

Notary Public, State of
Florida


Printed, Typed or Stamped Name

Commission/Serial No. HH016512

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

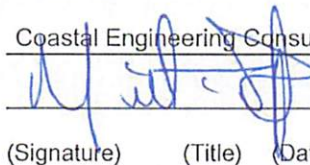
TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name:

Coastal Engineering Consultants, Inc.



President

April 5, 2021

(Signature)

(Title)

(Date)

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 5th day of April, 2021, by Michael T. Poff, by means of (X) physical presence or () online notarization, personally appeared before me and (X) is personally known to me or () who has produced _____, as identification.

My Commission Expires: 10/01/2024



KAREN J. TAYLOR
Commission # HH 016512
Expires October 1, 2024
Bonded Thru Budget Notary Services


Signature of Notary Public

Notary Public, State of
Florida


Printed, Typed or Stamped Name

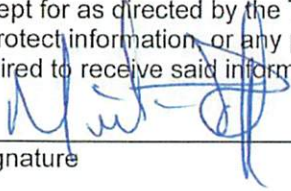
Commission/Serial No. HH016512

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
RFQ-21-09-EN
Beach Renourishment Professional Services**

I, the undersigned, Michael T. Poff, am an employee of Coastal Engineering Consultants, Inc., the Town's provider of professional services, and serve as a member of the Professional Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.



Signature

April 5, 2021

Date

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																
		DBE?	Y	N																	
		MBE?	Y	N																	
		WBE?	Y	N																	
		SDB 8A?	Y	N																	
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr> <td>Black American</td> <td>BA</td> </tr> <tr> <td>Hispanic American</td> <td>HA</td> </tr> <tr> <td>Native American</td> <td>NA</td> </tr> <tr> <td>Subcont. Asian American</td> <td>SAA</td> </tr> <tr> <td>Asian-Pacific American</td> <td>APA</td> </tr> <tr> <td>Non-Minority Women</td> <td>NMW</td> </tr> <tr> <td>Other: not of any other group listed</td> <td>O</td> </tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 17 day of May, 2021 by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **Costal Engineering Consultants, Inc.** ("Consultant"), whose address is **28421 Bonita Crossings Boulevard Bonita Springs, FL 34135.**

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning RFQ-21-09-EN Beach Renourishment Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

- (1) **QUALIFIED PERSONNEL:** The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.
- (2) **CONSULTANT'S PROJECT DIRECTOR:** The Consultant agrees to employ and designate, in writing, a

qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

(3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.

(4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

(5) SUB-CONTRACTOR: The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.

(2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval,

nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state

that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility, or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

2.15 E-VERIFICATION: As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

(1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.

(2) **TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL:** At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

(1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

(2) **NOT-TO-EXCEED FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:

- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this

Agreement and any Supplemental Task Authorizations and

- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.

(2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

(A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying, or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested

breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by _____ as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and

actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to

engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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 (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated May 17, 2021.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated May 17, 2021.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated May 17, 2021.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated May 17, 2021.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated May 17, 2021
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated May 17, 2021
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated May 17, 2021.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated April 5, 2021
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated April 5, 2021.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated April 5, 2021.
- (12) ATTACHMENT "A" entitled "RFQ Proposal from Provider"

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

COASTAL ENGINEERING CONSULTANTS, INC.

(Consultant's Business Name)

28421 BONITA CROSSINGS, BLVD

(Street/ P.O. Box) BONITA SPRINGS, FL 34135

(City)

(State)

(Zip Code)

Telephone Number:

239-643-2324

Fax Number:

239-643-1143

Email:

mpoff@cecifl.com

ATTENTION:

Michael T. Poff
Project Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

ATTEST:

By: _____
Roger T. Hernstadt, Town Manager

By: _____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
John. R. Herin, Jr., Town Attorney

PROVIDER: COASTAL ENGINEERING CONS.
Printed name of organization

BY: _____
Signature

MICHAEL T. TOFF
Printed name of person signing
PRESIDENT
Title (printed)

Karen J. Taylor
Witness Signature
Karen J. Taylor
Printed name of Witness

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

RFQ-21-09-EN Beach Renourishment Professional Services RFQ-20-06-AD

SCOPE:

It is the intention of The Town of Fort Myers Beach to retain the services of a firm for professional services in assisting the Town with professional engineering services for a sand renourishment project on Estero Island to include, but not be limited to, feasibility, planning, stakeholder coordination, design, permitting, surveying, funding and grant support, bid phase, construction administration & observation, and monitoring services in accordance with State & Federal statutes, Town codes, rules, regulations, ordinances, etc. Additional services may be required including but not limited to expanding the project limits to include additional shoreline reaches.

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Coastal Engineering Consultants, Inc. **Date:** May 17, 2021

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do. Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Michael T. Poff, P.E.	Naples	48218	31	Principal Engineer, Project Mgmt., QA/QC
Mark A. Kincaid, P.E.	Bonita Springs	58654	36	Project Manager, Coastal Engineering, Structures
Jeremy B. Herget, P.E.	Naples	79352	12	Managing Engineer, Fieldwork, Design
Grady V. Timmins, P.E.	Naples	86500	8	Project Engineer, Fieldwork, Construction Surveys
Richard J. Ewing, P.S.M.	Naples	5295	37	Marine/Hydrographic Surveying, ECL Plats
Michael F. Stephen, P.G., Ph.D.	Naples	321	46	Coastal Geology
Kris W. Thoemke, Ph.D., CEP	Daytona Beach	05005350	42	Environmental Permitting
Vadim V. Alymov, Ph.D.	Naples		19	Coastal Modeling, Alternatives Analyses
Samantha D. Brasher	Naples		20	Design Drawings, Survey Deliverables
Dustin A. Reeves	Fort Myers		20	Survey Crew Chief, Survey Control, Data Collection
Douglas Block	Fort Myers		8	Construction Inspector

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: May 17, 2021

**RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD**Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated May 17, 2021, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated May 17, 2021, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: May 17, 2021

**RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD**Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(Unless list is continued on next page)

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Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto date May 17, 2021, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

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When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated May 17, 2021, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B
RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD

Date: May 17, 2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: Coastal Engineering Consultants, Inc.

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Engineer	\$74.00	3.0	\$222
Principal Surveyor	\$71.33	3.0	\$214
Senior Consultant*	\$62.67	3.0	\$188
Associate Consultant*	\$59.67	3.0	\$179
Managing Consultant*	\$51.33	3.0	\$154
Coastal Modeler	\$49.33	3.0	\$148
Marine Surveyor	\$47.67	3.0	\$143
Project Consultant*	\$44.00	3.0	\$132
Staff Consultant*	\$37.33	3.0	\$112
2-Man Survey Crew	\$50.57	3.0	\$152
1-Man Survey Crew	\$42.33	3.0	\$127
Senior Designer	\$36.67	3.0	\$110
Survey Technician	\$31.00	3.0	\$93
Construction Observer	\$26.00	3.0	\$78
Senior Project Coordinator	\$27.67	3.0	\$83
Labor	\$13.33	3.0	\$40
* Consultants include Engineers, Surveyors, Geologists, and Scientists			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

**ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
RFQ-21-09-EN Beach Renourishment Professional
ServicesRFQ-20-06-AD**

Date: May 17, 2021

CONSULTANT NAME: Coastal Engineering Consultants, Inc.

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.54/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast Lunch Dinner	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursable (i.e. film/developing):	
Hydro Survey System	\$600/day
Survey Boat (Offshore)	\$400/day
Survey (Inshore)	\$225/day
RTK GPA Receiver	\$150/day
Robotic Total Station	\$150/day
Water Quality Meter	\$75/day
Jet Pump	\$75/day
Dive Equipment	\$30/person/day
Turbidimeter	\$25/day
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD

Date: May 17, 2021

This EXHIBIT “C” establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

BEACH RENOURISHMENT PROFESSIONAL SERVICES

**EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD**

Date: May 17, 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project: (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
Geophysical Surveys	Ocean Surveys, Inc. Old Saybrook, Connecticut				Y	
Funding Program Technical Support	LJA Engineering, Inc. Houston, Texas				Y	

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
RFQ-21-09-EN
Beach Renourishment Professional Services

Date: May 17, 2021

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
RFQ-21-09-EN
Beach Renourishment Professional Services

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
 RFQ-21-09-EN Beach Renourishment Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

COASTAL ENGINEERING CONSULTANTS
 MICHAEL T. POFF P.E.
 BY: [Signature]
 TITLE: PRESIDENT

STATE OF Florida
 COUNTY OF Collier

The foregoing instrument was acknowledged before me this 11th day of May, 20 21, by Michael T. Poff, by means of ☒ physical presence or () online notarization, personally appeared before me and ☒ is personally known to me or () who has produced _____, as identification.

My Commission Expires: 10/1/2024 Karen J. Taylor
 Signature of Notary Public

Notary Public, State of Florida

Karen J. Taylor
 Printed, Typed or Stamped Name

Commission/Serial No. HH 016512



EXHIBIT "G": INSURANCE**FOR THE PROJECT KNOWN AS:
RFQ-21-09-EN Beach Renourishment Professional Services****Section One. Insurance Coverage's to Be Obtained**

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be
Provided and/or Performed

Indicate Name of
Individual or Firm

(If none, enter the word "none" in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or

such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of \$1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.



COASENG-01

KSANCHEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Coastal Engineering Consultants, Inc. 28421 Bonita Crossings Boulevard Bonita Springs, FL 34135	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Charter Oak Fire Insurance Company A++ (XV)</td> <td style="width: 20%; text-align: right;">25615</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co. of America A++, XV</td> <td style="text-align: right;">25666</td> </tr> <tr> <td>INSURER C : Continental Insurance Company A(XV)</td> <td style="text-align: right;">35289</td> </tr> <tr> <td>INSURER D : RLI Insurance Company A+, XI</td> <td style="text-align: right;">13056</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Charter Oak Fire Insurance Company A++ (XV)	25615	INSURER B : Travelers Indemnity Co. of America A++, XV	25666	INSURER C : Continental Insurance Company A(XV)	35289	INSURER D : RLI Insurance Company A+, XI	13056	INSURER E :		INSURER F :	
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INSURER C : Continental Insurance Company A(XV)	35289												
INSURER D : RLI Insurance Company A+, XI	13056												
INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			660-7H100045	11/1/2020	11/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-1R474313	11/1/2020	11/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-4639T739	11/1/2020	11/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6024991958	11/1/2020	11/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
D	Professional Liab.			RDP0039964	6/1/2020	6/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Per Claim/Aggregate</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	Per Claim/Aggregate	\$ 1,000,000												
Per Claim/Aggregate	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFQ-21-09-EN, Beach Renourishment Professional Services

Town of Fort Myers Beach is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Fort Myers Beach Attn: Town Manager 2525 Estero Boulevard Fort Myers Beach, FL 33931	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
RFQ-21-09-EN
Beach Renourishment Professional Services**

Date: _____

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.____ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Coastal Engineering Consultants, Inc.
(print name of public entity)

by Michael T. Poff, P.E., President
(print individual's name and title)

for Coastal Engineering Consultants, Inc.
(print name of entity submitting sworn statement)

whose business address is 28421 Bonita Crossings Boulevard

Bonita Springs, Florida 34135

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1728628
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

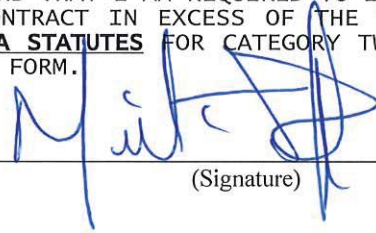
X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

STATE OF Florida

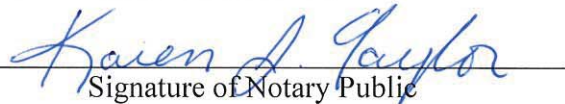
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 5th day of April, 20 21, by Michael T. Poff, by means of ☒ (X) physical presence or ☐ () online notarization, personally appeared before me and ☒ (X) is personally known to me or ☐ () who has produced _____, as identification.

My Commission Expires: 10/1/2024



KAREN J. TAYLOR
Commission # HH 016512
Expires October 1, 2024
Bonded Thru Budget Notary Services


Signature of Notary Public

Notary Public, State of
Florida


Printed, Typed or Stamped Name

Commission/Serial No. HH016512

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Coastal Engineering Consultants, Inc.
[Signature] President April 5, 2021
(Signature) (Title) (Date)

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 5th day of April, 2021, by Michael T. Poff, by means of (X) physical presence or () online notarization, personally appeared before me and (X) is personally known to me or () who has produced _____, as identification.

My Commission Expires: 10/01/2024



KAREN J. TAYLOR
Commission # HH 016512
Expires October 1, 2024
Bonded Thru Budget Notary Services

[Signature]
Signature of Notary Public

Notary Public, State of
Florida

[Signature]
Printed, Typed or Stamped Name

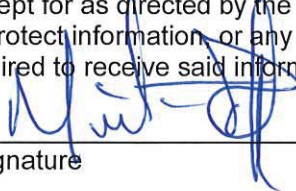
Commission/Serial No. HH016512

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. *TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.*

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
RFQ-21-09-EN
Beach Renourishment Professional Services**

I, the undersigned, Michael T. Poff, am an employee of Coastal Engineering Consultants, Inc., the Town's provider of professional services, and serve as a member of the Professional Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.



Signature

April 5, 2021

Date

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y N DBE? Y N MBE? Y N WBE? Y N SDB 8A? Y N		IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION? Y N CONSULTATION? Y N OTHER? Y N																	
IS THIS SUBMISSION A REVISION?		Y N		IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr> <td>Black American</td> <td>BA</td> </tr> <tr> <td>Hispanic American</td> <td>HA</td> </tr> <tr> <td>Native American</td> <td>NA</td> </tr> <tr> <td>Subcont. Asian American</td> <td>SAA</td> </tr> <tr> <td>Asian-Pacific American</td> <td>APA</td> </tr> <tr> <td>Non-Minority Women</td> <td>NMW</td> </tr> <tr> <td>Other: not of any other group listed</td> <td>O</td> </tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

1. **Requested Motion:**

Meeting Date: January 9, 2023

Town Council ratification of the existing emergency contract with Coastal Maintenance & Restoration, Inc.

Why the action is necessary:

Town Council approval is needed for all expenditures that exceed \$25,000.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Coastal Restoration & Maintenance Inc. - Executed October 1, 2022.

An emergency contract was executed to protect, repair, and stabilize the Town's historical and archaeological resources at the Mound House from further damage caused by Hurricane Ian.

The scope of the services includes immediate stabilization services of all the structures at the Mound House site, which includes a 1921 Arts and Crafts style structure (Main Museum), a 1921 Garage (Office and Public Restrooms), the Underground Archaeological Museum, and the Kayak Shed. The contract needs to be ratified by the Town Council to comply with the Town's procurement policy and assist with the qualification of these expenditures for FEMA reimbursement.

Attachments:

1. Coastal Maintenance and Restoration contract Mound House

Financial Impact:

6. **Alternative Action**

Do not approve

7. **Management Recommendations:**

Approve contract

8. **Recommended Approval:**

Alison Giesen, Director of Cultural, Parks & Recreation
Alison Giesen, Director of Cultural, Parks & Recreation
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Created/Initiated - 12/29/2022
Approved - 12/29/2022
Approved - 1/3/2023
Approved - 1/4/2023
Final Approval - 1/5/2023

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this 1st day of October 2022, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and Coastal Maintenance and Restoration with an address of 1925 Trade Center Way, Suite 2 Naples FL 34109 (hereafter "Provider").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. Term. The term of this Agreement is commencing on October 1, 2022 and terminating on September 30, 2023.
3. Payment Obligation. The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. Provider's Obligations. The Provider's obligations include, but are not limited to, the following:
 - a) Licensure. The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.
 - c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials



furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

- d) Indemnity and Hold Harmless. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, 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 Provider and persons employed or utilized by Provider in providing services under this Agreement.
 - e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.



7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A".
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract. If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

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 (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
 - e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.



15. Prohibition Against Contracting with Scrutinized Companies. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

16. Miscellaneous Provisions.

- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
- b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.



IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: 
Roger Hernstadt, TOWN MANAGER

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: Coastal Maintenance and Restoration

BY: 
Signature

Todd Elliott VP
Printed name of person signing


Witness Signature

ARTURO ZUNIGA
Printed name of witness

Vice President, Managing Partner
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 1st day of October, 2022
BETWEEN THE TOWN AND **Coastal Maintenance and Restoration** PROVIDER.

1. **SCOPE OF SERVICES**: The Provider will perform the following services under this Agreement:

Immediate stabilization services from Hurricane Ian (DR-4373FL) for all the historical buildings at the Mound House site which includes the 1921 Arts and Crafts Style Structure (Main Museum), 1921 Garage (Offices and Public Restrooms), Underground Archaeological Museum, and Kayak Shed.

These services include, but are not limited to:

- Shrink wrapping of roof on Main Museum and dry out systems for all structures.
- Replacement/ repair of all roofs for buildings on the site-replacement of the cedar shake shingle roof on the main museum.
- Repair of 1921 garage roof, Tudor style roof (Museum Store) and kayak shed roof.



EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 1st day of October, 2022,
BETWEEN THE TOWN AND **Coastal Maintenance and Restoration** PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":

Attachment 1

2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

N/A



EXHIBIT "C"

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
- c) Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- d) Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.



Hurricane Restoration Rates

Restoration work will be billed at the following rates:

- Senior Project Manager - \$150.00 regular time plus \$75.00 overtime
- Project Manager - \$105.00 regular time plus \$52.50 overtime
- Supervisor - \$95.00 regular time plus \$47.50 overtime
- Roofer – \$85.00 regular time plus \$42.50 overtime
- Drywall Hanger/Finisher - \$67.00 regular time plus \$33.50 overtime
- Painter - \$62.50 regular time plus \$31.25 overtime
- Trim Carpenter - \$85.00 regular time plus \$42.40 overtime
- Tile Installer - \$85.00 regular time plus \$42.50 overtime
- General Mechanic - \$62.50 regular time plus \$31.25 overtime
- Demo Mechanic - \$62.50 regular time plus \$31.25 overtime
- On Site Administrator - \$62.50 regular time plus \$31.25 overtime
- Billing Administrator - \$62.50 regular time plus \$31.25 overtime
- Dehumidifiers - \$125.00 per day
- Air Movers - \$35.00 per day
- Air Scrubbers - \$175.00 per day
- Generator Rental - \$100.00 per day
- Roof Shrink Wrapping - \$5.50 per sq foot

All work to be performed according to ASTM guidelines.

Coastal Maintenance & Restoration, Inc.

John Eastman
Managing Partner

COASTAL MAINTENANCE & RESTORATION
CGC1530343 CCC1330558
1925 Trade Center Way Suite 2 - Naples, FL 34109.
O – 239-260-1833 F – 239-598-3097

EXHIBIT III

EXHIBIT III FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town of Fort Myers Beach) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

EXHIBIT III

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town of Fort Myers Beach, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town of Fort Myers Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town of Fort Myers Beach, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town of Fort Myers Beach or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town of Fort Myers Beach data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town of Fort Myers Beach.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town of Fort Myers Beach. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Fort Myers Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000) : In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000) : See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000) : Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town of Fort Myers Beach with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000) : Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town of Fort Myers Beach or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000) : 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town of Fort Myers Beach and understands and agrees that the Town of Fort Myers Beach will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town of Fort Myers Beach and understands and agrees that the Town of Fort Myers Beach will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000) : Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4) : Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this order for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

Applicable Laws - The Town of Fort Myers Beach and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town of Fort Myers Beach shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town of Fort Myers Beach /permittee/engineering consultant.** The County's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the County's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect the Town of Fort Myers Beach and shall provide access to any location or facility and which Town of Fort Myers Beach is performing work of the following:
i. The Town of Fort Myers Beach shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
ii. The Town of Fort Myers Beach shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town of Fort Myers Beach, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town of Fort Myers Beach shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town of Fort Myers Beach for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town of Fort Myers Beach and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town of Fort Myers Beach may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Coastal Maintenance + Restoration Inc.

Date 12/8/2022

Authorized Signature 

EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Coastal Maintenance + Restoration Inc.

By: 

Signature

Todd Elliott VP

Name and Title

1925 Trade Center Way Ste. 2

Street Address

Naples, FL ~~33904~~ ~~34109~~ 34109

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

12/8/2022

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD



EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.					
A. PRIME VENDOR/CONTRACTOR INFORMATION					
PRIME NAME <i>Forest Coastal Maintenance</i>		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT <i>38,000.00</i>	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y ☒ N DBE? Y ☒ N MBE? Y ☒ N WBE? Y ☒ N SDB 8A? Y ☒ N		IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION? ☒ N CONSULTATION? Y ☒ N OTHER? Y ☒ N	
IS THIS SUBMISSION A REVISION?		Y N		IF YES, REVISION NUMBER	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION					
DDC VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT
					PERCENT OF CONTRACT DOLLARS
TOTALS					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR					
NAME OF SUBMITTER <i>Todd Elliott</i>		DATE <i>12/8/2022</i>		TITLE OF SUBMITTER <i>Vice President</i>	
EMAIL ADDRESS OF PRIME (SUBMITTER) <i>todd@cmrfi.com</i>		TELEPHONE NUMBER <i>239 848 8913</i>		FAX NUMBER	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.					
ETHNICITY		CODE			
Black American		BA			
Hispanic American		HA			
Native American		NA			
Subcont. Asian American		SAA			
Asian-Pacific American		APA			
Non-Minority Women		NMW			
Other: not of any other group listed		O			
D. SECTION TO BE COMPLETED BY COLLIER COUNTY					
DEPARTMENT NAME		COLLIER CONTRACT # / FB/TPB or PO/REQ		GRANT PROGRAM/CONTRACT	
ACCEPTED BY:					DATE

EXHIBIT III
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Coastal Maintenance + Restoration Inc.
Contractor (Firm Name)

[Signature]
Signature of Contractor's Authorized Official

Todd Elliott VP
Name and Title of Contractor's Authorized Official

12/8/2022
Date

1. **Requested Motion:**

Meeting Date: January 9, 2023

Town Council ratification of the existing emergency contracts with Conidaris Builders & Contractors, Inc., Lott-Agri Services, LLC, Universal Trax of South Florida, LLC, and Vetor Contracting Services, LLC.

Why the action is necessary:

Ratifies the current contracts with Conidaris Builders & Contractors, Inc., Lott-Agri Services, LLC, Universal Trax of South Florida, LLC, and Vetor Contracting Services, LLC to comply with the Town's procurement policy and assist with the qualification of these expenditures for FEMA reimbursement.

What the action accomplishes:

It brings the emergency contracts into compliance with the Town's procurement policy by seeking Council approval for purchases over \$25,000.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Conidaris Builders & Contractors, Inc. - Executed 10/27/2022

Lott-Agri Services, LLC - Executed 10/27/22

Universal Trax of South Florida, LLC - Executed 11/2/2022

Vetor Contracting Services, LLC - Executed 10/26/22

The emergency contracts were executed to assist Utility Department staff with recovery work to re-establish and provide potable water utility services to the Town after Hurricane Ian on 9/28/22. Each contract has a NTE value of \$10,000,000. The contracts need to be ratified by the Town Council, after which Town staff will competitively bid additional post-hurricane utility projects.

Attachments:

1. Vetor- EXECUTED
2. Conidaris- EXECUTED
3. Lott-Agri Services EXECUTED
4. Universal Trax EXECUTED

Financial Impact:

6. **Alternative Action**

Do not approve.

7. **Management Recommendations:**

Ratify the emergency contracts.

8. **Recommended Approval:**

Sarah Lisenko, Administrative Officer

Created/Initiated - 12/27/2022

Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins ,

Approved - 12/27/2022
Approved - 1/3/2023
Approved - 1/4/2023
Final Approval - 1/5/2023

AGREEMENT FOR EMERGENCY SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the **28th** day of **September 2022** by and between **Vetor Contracting Services, LLC, a Florida corporation, 9201 Cockleshell Court #3, Bonita Springs, FL 34135** hereinafter referred to as "Contractor" and consideration of the Town of Fort Myers Beach, Florida, a municipal corporation, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931, hereinafter referred to as "Town", for and in the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

Provide Underground Utility Construction and Emergency Services for those services by Town as set forth below.

II. SCOPE OF SERVICES

See attached Detailed Scope of Work

III. INTENT AND PURPOSE

On September 28, 2022, Hurricane Ian made landfall in Southwest Florida causing catastrophic widespread damage to the Town of Fort Myers Beach. In anticipation of the catastrophic impacts of Hurricane Ian on the State of Florida, Governor DeSantis issued Executive Order 22-218 (as amended by Executive Order 22-219) declaring a state of emergency in numerous Florida counties including Lee County and waiving the procedures and formalities otherwise required of the Client by law pertaining to: (1) performance of public work and taking whatever prudent action necessary to ensure the health, safety, and welfare of the Town and its business owners and residents; (2) following Client's procurement and contracting policies; and (3) entering into contracts. Similarly, Client declared a state of local emergency, which it has extended in accordance with the requirements of Section 252.28(3)(a)5., Fla. Stat., and Sections 12-21 and 12-89 of the Code of Ordinances, Town of Fort Myers Beach, Florida, waiving the procedures and formalities otherwise required of Client by law pertaining to: (1) appropriating and expending funds; (2) make contracts; (3) incur obligations; (4) obtain and distribute equipment, materials, and supplies for emergency management purposes; (5) provide for the health and safety of persons and property, including emergency assistance to victims of any emergency. As a result of the catastrophic widespread damage caused by Hurricane Ian to the Town of Fort Myers Beach, and corresponding emergency and exigent circumstances, Client is in immediate need of Consultant's services as set forth herein and as authorized by State law and Code of Ordinances, Town of Fort Myers Beach, Florida, Client is waiving the procedures and formalities otherwise required of Client by law pertaining to procurement and contracting policies and entering into this Agreement.

IV. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both Town and Contractor. Term of this agreement shall be for a period of t h r e e (3) years, upon the mutual agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

TOWN will compensate Contractor for services under each WOR. The fee due to the Contractor shall be quoted by the successful Contractors as provided on a per project basis per current FEMA Schedule of Equipment Rates located at <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>

2.2 Invoices

Contractor shall submit project invoices to the Town within 48 hours of project completion for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, date worked reflect the address/location, type of work, and date of service, work order request number, and detailed description of work.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by Town.

Payment is delinquent 30 days following receipt and approval of invoice by Town.

For any utility (water or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the Town of Fort Myers Beach specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

2.4 Not to Exceed Value

Ten Million dollars (\$10,000,000)

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good, to the satisfaction of the Town, any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Public Works Director of the Town. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the Town shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the Town deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore or in the alternative the Town may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the Town or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the Town the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

The Contractor shall assign a Supervisor and identify assigned personnel to the Town

account. Supervisor is responsible to keep the Town informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the Town by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the Town. Any change in Contractor's assigned staff must also have prior approval by the Town.

The Contractor is responsible to submit a proposed schedule to the Town consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The Town reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against Town, Contractor shall make available to Town all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by Town. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars (\$1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars (\$1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

Section 6. Additional Services

The Town may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the Town prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the Town, and the situation cannot be resolved to the satisfaction of the Town, the Town reserves the right

to procure those items/services from other vendors or to cancel the contract. Furthermore, the Town reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the Town at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

Section 7. Termination

7.1 Termination for Convenience

Either party may terminate this Agreement upon seven (7) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination. Consultant agrees to cooperate and coordinate in good faith with Client the transfer of all services and corresponding documentation and paperwork to Client or Client's designated agent upon termination of this Agreement.

7.2 Termination for Cause

The performance of the Contract may be terminated by the Town of Fort Myers Beach in accordance with this clause, in whole or in part, in writing, whenever the Town shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the Town, then the Town can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Default

In the event that the Contractor cannot respond adequately to the needs of the Town by reason of equipment failure or any other reason, the Contractor must advise the Town, as soon as possible, and further advise as to the length of said inability. The Town may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

Section 8. TOWN's Obligations

8.1 Designated Representative

The Designated Representative of the Town to act with authority on the Town's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 9. Persons Bound by Agreement

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the Town and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Inspection

The project will be inspected by the Project Manager for the Town and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the Town in writing that the work shall be ready for inspection on a definite date, at least five (5) business day following the completion of work, which shall be stated in such notice.

9.5 Start of Work and Time for Completion

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response to WOR, Contractor agrees to start the work within ten (10) days of issuance of Notice to Proceed. Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.

The Contractor shall, within Two (2) business days from the beginning of such delay, notify Public Works Director, in writing, with copy to the Procurement Manager and Beach Water Manager of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Public Works Manager.

9.6 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the Town.

Section 10. Indemnification of Town

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the TOWN, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance

11.1. Requirements

Contractor shall procure and maintain insurance, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the Town 30 days in advance of any material change or cancellation. The Town by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the Town reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this

agreement and shall be subject to the Town's approval for adequacy.

11.3 Status of Claim.

The Contractor shall be responsible for keeping the Town currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the Town. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Utility Director
c/o Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

Section 12. Contractors Standards

All work performed by Contractor will be in accordance with the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the Town, correct any deficiency which fails to satisfy the foregoing standard of the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Lee County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Lee County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages

and costs incurred by the Town in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the Town shall select the mediator who, if selected solely by the Town, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the Town or the Town's representative identified herein shall be binding or enforceable against the Town.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the Town, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by

the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

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 CUSOTIDIAN OF THE PUBLIC RECORDS AT 239-765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

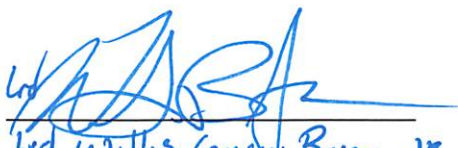
IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

PROVIDER: VETOR
CONTRACTING SERVICES,
LLC

BY: 
Roger T. Hernstadt, Town Manager

Date: 10-26-2022
Town of Fort Myers Beach

BY: 
Ted Withers Contracting Bryan JR.

Date: 10-26-2022

Attested by:


Amy Baker, Town Clerk

Detailed scope of work

Contractors, licensed in the state of Florida. Shall provide repairs, construction, renovation, restoration, installation, construction management, maintenance services, and disaster/emergency services for natural disasters and or any force majeure event services that will be required by the Town of Fort Myers Beach and include, but not be limited to, the following example types of work:

- Direct Supervision/administration/management of all construction-related work; and
- New construction work for renovations and building additions; and
- Renovations/retrofits, repair/replacement, maintenance, and installations; and
- Demolitions and excavations associated with any and all scope of work; and
- Scheduling work and subcontractors in harmony with Town of Fort Myers Beach; and
- Estimating/engineering, and costing of future projects; and
- On call urgent services, emergency services, disaster services; and
- Stormwater renovations/retrofits, repairs/replacement, maintenance, and installations; and
- Utility water renovation/retrofits, repairs/replacement, maintenance, and installation; and
- ~~Wastewater renovation/retrofits, repairs/replacement, maintenance, and installation, and~~ MB
- Debris removal, management, and relocation; and MB
- GPR/GIS utility, stormwater, and ~~wastewater locates~~; and MB
- Humanitarian services as directed by the department directors.

Description	Rate
Associate/field engineer	130
Project Manager	110
Senior Dive Supervisor / Superintendant	90
Dive Supervisor / Foreman	80
Senior Commercial Diver Skilled Labor	70
Commercial Diver/Tender /Unskilled labor	55
Technician /Mechanic	50
Draftsperson	65
Clerical	50
3-Person Dive Crew	215
4-Person Dive Crew	270
11-Person Crew	780
PW SR Dive Supervisor	90
PW Dive Supervisor	80
PW SR Commercial Diver	70
Custom 1 - OT (11 person crew)	1170
Custom 2 - (Office OT)	195
Custom 3 - DT	1560

MB

Unit Number	Unit Name	Singular Label	Billing Rate
AIRLIFT	Airlift (4" or 6" with 100' of hose)	day	40
AUTO	Automobile	mile	0.675
BOAT	Harbor Dive/Crew Boat	day	150
BOAT-JON	Jon Boat (Motorized 12' or 14')	day	75
BOAT-PUSH	Truckable Barge w/ Crane	day	750
BRIG	Underwater Burning & Welding Equipment	day	150
CHAMBER	Decompression Chamber & Compressor	day	300
COMP	Air Compressor (185 cfm)	day	120
EQUIP	Surface Supplied Air Diving System	day	100
EQUIP-POT	Potable Water Diving System	day	200
ETOOLS	Electric Tools	day	15
GEN	Generator	day	55
HARNESS	Fall Arrest Harness	each	15
HAZARD	Underwater Hazard Surcharge (0-99 feet)	hour	40
HAZARD-DEEP	Underwater Hazard Surcharge (100-230ft)	hour	60
HBLASTER	Hydro Blaster	day	200
HCDRILL	Hydraulic Core Drill	day	150
HCSAW	Pneumatic or Hydraulic Saw	day	85
HGRIND	Pneumatic or Hydraulic Grinder	day	85
HHAMMER	Pneumatic or Hydraulic Chipping Hammer	day	85
HHD	Pneumatic or Hydraulic Hammer Drill	day	85
HIMPACT	Pneumatic or Hydraulic Impact Wrench	day	85
HOSE	Discharge Hose (per 50' Section)	day	15
HPU	Hydraulic Power Unit	day	100
HWU	Hot Water Machine	day	150
KEYS	Hydrographic Survey Software Keys	day	100
LIFTBAG	Lift Bag	day	75
LIGHTS	Work Lights	day	25
LOCKER	Mobile Diving Locker	day	60
LODGING	Per Diem Lodging	day	85
LODGING-2	Per Diem Lodging (2 Person Crew)	day	170
LODGING-3	Per Diem Lodging (3 Person Crew)	day	255
LODGING-4	Per Diem Lodging (4 Person Crew)	day	340
LODGING-5	Per Diem Lodging (5 Person Crew)	day	425
LODGING-6	Per Diem Lodging (6 Person Crew)	day	510
MAGDRILL	Magnetic Core Drill	day	225
MANLIFT	Man-Lift System	day	150
MEALS-1	Per Diem Meals (1 Person)	day	35
MEALS-2	Per Diem Meals (2 Person Crew)	day	70

WB



MEALS-3	Per Diem Meals (3 Person Crew)	day	105
MEALS-4	Per Diem Meals (4 Person Crew)	day	140
MEALS-5	Per Diem Meals (5 Person Crew)	day	175
MEALS-6	Per Diem Meals (6 Person Crew)	day	210
SPICAB	Spider Box Cable 50'	Week	98.9
PRINT	PLOT/Laser printer	Week	234
PEN	Penetration Premium (0 to 50 ft)	foot	2
PEN-2	Penetration Premium (51 to 100 ft)	foot	3
PEN-3	Penetration Premium (over 101 ft)	foot	4
FUELT	Fuel Tank 550 Gal	Week	98.8
PUMP	High Pressure Pump (1" or 2")	day	60
SPI	Spider Boxes	Week	175.5
UTV	Polaris Ranger	Week	617.5
1YDLOAD	Wacker Nussen 1.5yd	Week	1682.2
DUMP	Dump Truck 5yd	Week	1723.8
TRAILER	Equipment & Supply Trailer	Week	2600
TRUCK	Crew Cab or Tow Vehicle	mile	1.25
Skid	Skidsteer 100np	Week	1742
5YDLOAD	Case Loader 5yd	Week	4309.5
UWVU	Underwater Video Equipment	day	150
MINIX	Mini Excavator	Week	1774.5
36KWGEN	Generator 36KW	Week	2054
CHASAW	Husqvarna 555	Week	237.9

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the County with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The County and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The County shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/County/permittee/engineering consultant.** The County's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the County's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The County shall provide access to any location or facility on which County is performing work, or storing or staging equipment, materials or documents.
- ii. The County shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The County shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Vetor contracting services, LLC

Date 10-26-2022

Authorized Signature

A handwritten signature in blue ink, appearing to be "J. R. Smith", is written over a horizontal line.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Vetor Contracting Services, LLC

By: 
Signature

Willis G. Bryan Jr. Operations Manager
Name and Title

9201 Cockleshell Ct Suite #4
Street Address

Bonita Springs, FL 34135
City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

26 OCTOBER 2022
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y N DBE? Y N MBE? Y N WBE? Y N SDB 8A? Y N		IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION? Y N CONSULTATION? Y N OTHER? Y N																	
IS THIS SUBMISSION A REVISION?		Y N		IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT																
					PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="margin: auto; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th style="text-align: left;">ETHNICITY</th> <th style="text-align: left;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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D. SECTION TO BE COMPLETED BY COLLIER COUNTY																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:					DATE																

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Vetor contracting services, LLC
Contractor (Firm Name)

[Signature]
Signature of Contractor's Authorized Official

Lt Willis G. Bryan Jr Operations Manager
Name and Title of Contractor's Authorized Official

10-26-22
Date

AGREEMENT FOR EMERGENCY SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the **28th** day of **September 2022** by and between **Conidaris Builders and General Contractors, Inc., 15645 Pine Ridge Road, Fort Myers, Florida 33908** hereinafter referred to as "Contractor" and consideration of the Town of Fort Myers Beach, Florida, a municipal corporation, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931, hereinafter referred to as "Town", for and in the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

Provide Underground Utility Construction and Emergency Services for those services by Town as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Underground Utility Construction Services in all phases of any project for which a WORK ORDER REQUEST has been issued by the Town pursuant to this Agreement; and as described in the contract documents listed in Section 16.1. These services will include Underground Utility Construction Services as described in the Work Order Request. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Order Request.

III. INTENT AND PURPOSE

On September 28, 2022, Hurricane Ian made landfall in Southwest Florida causing catastrophic widespread damage to the Town of Fort Myers Beach. In anticipation of the catastrophic impacts of Hurricane Ian on the State of Florida, Governor DeSantis issued Executive Order 22-218 (as amended by Executive Order 22-219) declaring a state of emergency in numerous Florida counties including Lee County and waiving the procedures and formalities otherwise required of the Client by law pertaining to: (1) performance of public work and taking whatever prudent action necessary to ensure the health, safety, and welfare of the Town and its business owners and residents; (2) following Client's procurement and contracting policies; and (3) entering into contracts. Similarly, Client declared a state of local emergency, which it has extended in accordance with the requirements of Section 252.28(3)(a)5., Fla. Stat., and Sections 12-21 and 12-89 of the Code of Ordinances, Town of Fort Myers Beach, Florida, waiving the procedures and formalities otherwise required of Client by law pertaining to: (1) appropriating and expending funds; (2) make contracts; (3) incur obligations; (4) obtain and distribute equipment, materials, and supplies for emergency management purposes; (5) provide for the health and safety of persons and property, including emergency assistance to victims of any emergency. As a result of the catastrophic widespread damage caused by Hurricane Ian to the Town of Fort Myers Beach, and corresponding emergency and exigent circumstances, Client is in immediate need of Consultant's services as set forth herein and as authorized by State law and Code of Ordinances, Town of Fort Myers Beach, Florida, Client is waiving the procedures and formalities otherwise required of Client by law pertaining to procurement and

contracting policies and entering into this Agreement.

IV. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both Town and Contractor. Term of this agreement shall be for a period of t h r e e (3) years, upon the mutual agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

TOWN will compensate Contractor for services under each WOR. The fee due to the Contractor shall be quoted by the successful Contractors as provided on a per project basis per current FEMA Schedule of Equipment Rates located at <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>

2.2 Invoices

Contractor shall submit project invoices to the Town within 48 hours of project completion for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, date worked reflect the address/location, type of work, and date of service, work order request number, and detailed description of work.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by Town.

Payment is delinquent 30 days following receipt and approval of invoice by Town.

For any utility (water or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the Town of Fort Myers Beach specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

2.4 Not to Exceed Value

Ten Million dollars (\$10,000,000)

contracting policies and entering into this Agreement.

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Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good, to the satisfaction of the Town, any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Public Works Director of the Town. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the Town shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the Town deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore or in the alternative the Town may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the Town or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the Town the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

The Contractor shall assign a Supervisor and identify assigned personnel to the Town

account. Supervisor is responsible to keep the Town informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the Town by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the Town. Any change in Contractor's assigned staff must also have prior approval by the Town.

The Contractor is responsible to submit a proposed schedule to the Town consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The Town reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against Town, Contractor shall make available to Town all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by Town. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars (\$1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars (\$1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

Section 6. Additional Services

The Town may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the Town prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the Town, and the

situation cannot be resolved to the satisfaction of the Town, the Town reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the Town reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the Town at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

Section 7. Termination

7.1 Termination for Convenience

Either party may terminate this Agreement upon seven (7) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination. Consultant agrees to cooperate and coordinate in good faith with Client the transfer of all services and corresponding documentation and paperwork to Client or Client's designated agent upon termination of this Agreement.

7.2 Termination for Cause

The performance of the Contract may be terminated by the Town of Fort Myers Beach in accordance with this clause, in whole or in part, in writing, whenever the Town shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the Town, then the Town can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Default

In the event that the Contractor cannot respond adequately to the needs of the Town by reason of equipment failure or any other reason, the Contractor must advise the Town, as soon as possible, and further advise as to the length of said inability. The Town may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

Section 8. TOWN's Obligations

8.1 Designated Representative

The Designated Representative of the Town to act with authority on the Town's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 9. Persons Bound by Agreement

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the Town and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Inspection

The project will be inspected by the Project Manager for the Town and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the Town in writing that the work shall be ready for inspection on a definite date, at least five (5) business day following the completion of work, which shall be stated in such notice.

9.5 Start of Work and Time for Completion

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response to WOR, Contractor agrees to start the work within ten (10) days of issuance of Notice to Proceed. Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.

The Contractor shall, within Two (2) business days from the beginning of such delay, notify Public Works Director, in writing, with copy to the Procurement Manager and Beach Water Manager of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery

shall be extended by such time as shall be approved by the Public Works Manager.

9.6 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the Town.

Section 10. Indemnification of Town

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the TOWN, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance

11.1. Requirements

Contractor shall procure and maintain insurance, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the Town 30 days in advance of any material change or cancellation. The Town by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the Town reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the Town's approval for adequacy.

11.3 Status of Claim.

The Contractor shall be responsible for keeping the Town currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the Town. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Utility Director
c/o Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

Section 12. Contractors Standards

All work performed by Contractor will be in accordance with the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the Town, correct any deficiency which fails to satisfy the foregoing standard of the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Lee County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Lee County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages and costs incurred by the Town in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the Town shall select the mediator who, if selected solely by the Town, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the Town or the Town's representative identified herein shall be binding or enforceable against the Town.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the Town, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

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 CUSOTIDIAN OF THE PUBLIC RECORDS AT 239-765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

**PROVIDER: CONIDARIS
BUILDERS AND GENERAL
CONTRACTORS, INC.**

10/27/22
BY: *Roger T. Hernstadt*
Roger T. Hernstadt, Town Manager

AB
BY: *Michael Rude*

Date: _____

Date: *10-26-22*

Attested by:

Amy Baker, Town Clerk

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the County with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The County and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The County shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/County/permittee/engineering consultant.** The County's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the County's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The County shall provide access to any location or facility on which County is performing work, or storing or staging equipment, materials or documents.
- ii. The County shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The County shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.



EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Conideris Builders

Date 10-26-22

Authorized Signature [Signature]

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Conidars Builders
By: Michael Conidars
Signature
Michael Conidars president
Name and Title
15645 Pine Ridge Rd.
Street Address
FT. Myers, FL 33908
City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS BA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y N	IS THE ACTIVITY OF THIS CONTRACT...																		
		DBE? Y N	CONSTRUCTION? Y N																		
		MBE? Y N	CONSULTATION? Y N																		
		WBE? Y N	OTHER? Y N																		
		SDS BA? Y N																			
IS THIS SUBMISSION A REVISION?		Y N	IF YES, REVISION NUMBER																		
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files. <table border="1"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
ETHNICITY	CODE																				
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Subcont. Asian American	SAA																				
Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY COLLIER COUNTY																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Conideris Builders

Contractor (Firm Name)

Michael Conideris

Signature of Contractor's Authorized Official

Michael Conideris president

Name and Title of Contractor's Authorized Official

10-24-22

Date

AGREEMENT FOR EMERGENCY SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the **28th** day of **September 2022** by and between **Lott Agri Service Inc., PO Box 418, Venus, FL 33960** hereinafter referred to as "Contractor" and consideration of the Town of Fort Myers Beach, Florida, a municipal corporation, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931, hereinafter referred to as "Town", for and in the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

Provide Underground Utility Construction and Emergency Services for those services by Town as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Underground Utility Construction Services in all phases of any project for which a WORK ORDER REQUEST has been issued by the Town pursuant to this Agreement; and as described in the contract documents listed in Section 16.1. These services will include Underground Utility Construction Services as described in the Work Order Request. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Order Request.

III. INTENT AND PURPOSE

On September 28, 2022, Hurricane Ian made landfall in Southwest Florida causing catastrophic widespread damage to the Town of Fort Myers Beach. In anticipation of the catastrophic impacts of Hurricane Ian on the State of Florida, Governor DeSantis issued Executive Order 22-218 (as amended by Executive Order 22-219) declaring a state of emergency in numerous Florida counties including Lee County and waiving the procedures and formalities otherwise required of the Client by law pertaining to: (1) performance of public work and taking whatever prudent action necessary to ensure the health, safety, and welfare of the Town and its business owners and residents; (2) following Client's procurement and contracting policies; and (3) entering into contracts. Similarly, Client declared a state of local emergency, which it has extended in accordance with the requirements of Section 252.28(3)(a)5., Fla. Stat., and Sections 12-21 and 12-89 of the Code of Ordinances, Town of Fort Myers Beach, Florida, waiving the procedures and formalities otherwise required of Client by law pertaining to: (1) appropriating and expending funds; (2) make contracts; (3) incur obligations; (4) obtain and distribute equipment, materials, and supplies for emergency management purposes; (5) provide for the health and safety of persons and property, including emergency assistance to victims of any emergency. As a result of the catastrophic widespread damage caused by Hurricane Ian to the Town of Fort Myers Beach, and corresponding emergency and exigent circumstances, Client is in immediate need of Consultant's services as set forth herein and as authorized by State law and Code of Ordinances, Town of Fort Myers Beach, Florida, Client is waiving the procedures and formalities otherwise required of Client by law pertaining to procurement and contracting policies and entering into this Agreement.

AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both Town and Contractor. Term of this agreement shall be for a period of t h r e e (3) years, upon the mutual agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

TOWN will compensate Contractor for services under each WOR. The fee due to the Contractor shall be quoted by the successful Contractors as provided on a per project basis per current FEMA Schedule of Equipment Rates located at <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>

2.2 Invoices

Contractor shall submit project invoices to the Town within 48 hours of project completion for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, date worked reflect the address/location, type of work, and date of service, work order request number, and detailed description of work.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by Town.

Payment is delinquent 30 days following receipt and approval of invoice by Town.

For any utility (water or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the Town of Fort Myers Beach specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

2.4 Not to Exceed Value

Ten Million dollars (\$10,000,000)

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good, to the satisfaction of the Town, any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Public Works Director of the Town. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the Town shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the Town deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore or in the alternative the Town may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the Town or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the Town the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

The Contractor shall assign a Supervisor and identify assigned personnel to the Town

account. Supervisor is responsible to keep the Town informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the Town by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the Town. Any change in Contractor's assigned staff must also have prior approval by the Town.

The Contractor is responsible to submit a proposed schedule to the Town consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The Town reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against Town, Contractor shall make available to Town all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by Town. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars (\$1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars (\$1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

Section 6. Additional Services

The Town may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the Town prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the Town, and the situation cannot be resolved to the satisfaction of the Town, the Town reserves the right

to procure those items/services from other vendors or to cancel the contract. Furthermore, the Town reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the Town at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

Section 7. Termination

7.1 Termination for Convenience

Either party may terminate this Agreement upon seven (7) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination. Consultant agrees to cooperate and coordinate in good faith with Client the transfer of all services and corresponding documentation and paperwork to Client or Client's designated agent upon termination of this Agreement.

7.2 Termination for Cause

The performance of the Contract may be terminated by the Town of Fort Myers Beach in accordance with this clause, in whole or in part, in writing, whenever the Town shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the Town, then the Town can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Default

In the event that the Contractor cannot respond adequately to the needs of the Town by reason of equipment failure or any other reason, the Contractor must advise the Town, as soon as possible, and further advise as to the length of said inability. The Town may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

Section 8. TOWN's Obligations

8.1 Designated Representative

The Designated Representative of the Town to act with authority on the Town's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 9. Persons Bound by Agreement

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the Town and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Inspection

The project will be inspected by the Project Manager for the Town and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the Town in writing that the work shall be ready for inspection on a definite date, at least five (5) business day following the completion of work, which shall be stated in such notice.

9.5 Start of Work and Time for Completion

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response to WOR, Contractor agrees to start the work within ten (10) days of issuance of Notice to Proceed. Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.

The Contractor shall, within Two (2) business days from the beginning of such delay, notify Public Works Director, in writing, with copy to the Procurement Manager and Beach Water Manager of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Public Works Manager.

9.6 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the Town.

Section 10. Indemnification of Town

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the TOWN, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance

11.1. Requirements

Contractor shall procure and maintain insurance, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the Town 30 days in advance of any material change or cancellation. The Town by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the Town reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this

agreement and shall be subject to the Town's approval for adequacy.

11.3 Status of Claim.

The Contractor shall be responsible for keeping the Town currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the Town. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Utility Director
c/o Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

Section 12. Contractors Standards

All work performed by Contractor will be in accordance with the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the Town, correct any deficiency which fails to satisfy the foregoing standard of the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Lee County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Lee County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages

and costs incurred by the Town in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the Town shall select the mediator who, if selected solely by the Town, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the Town or the Town's representative identified herein shall be binding or enforceable against the Town.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the Town, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by

the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

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 CUSOTIDIAN OF THE PUBLIC RECORDS AT 239-765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

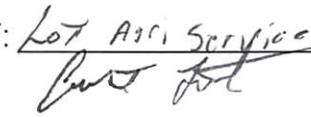
IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

PROVIDER: LOTT AGRI
SERVICES, LLC

BY: 
Roger T. Hernstadt, Town Manager

Date: _____

BY: 

Date: 10-27-22

Attested by:

Amy Baker, Town Clerk

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the County with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The County and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The County shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://www.floridadep.gov/ProjectMonitoring)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/County/permittee/engineering consultant.** The County's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the County's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The County shall provide access to any location or facility on which County is performing work, or storing or staging equipment, materials or documents.
- ii. The County shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The County shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Lott Agri. Service

Date _____

Authorized Signature



EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Lott Agri Service

By: [Signature]
Signature

Austin Lott 1/15
Name and Title

PO Box 418
Street Address

Venus FL 33960
City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y N	DBE? Y N	IS THE ACTIVITY OF THIS CONTRACT...																	
		MBE? Y N	WBE? Y N	CONSTRUCTION ?	Y N																
		SDB 8A? Y N		CONSULTATION?	Y N																
				OTHER?	Y N																
IS THIS SUBMISSION A REVISION?		Y N	IF YES, REVISION NUMBER																		
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="margin: auto; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th style="text-align: left;">ETHNICITY</th> <th style="text-align: left;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY COLLIER COUNTY																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

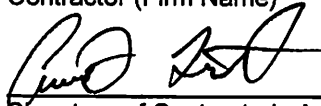
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

LOTT Agr Service
Contractor (Firm Name)


Signature of Contractor's Authorized Official

Austin Lott Mgr
Name and Title of Contractor's Authorized Official

Date

AGREEMENT FOR EMERGENCY SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the **28th** day of **September 2022** by and between **Universal Trax of South Florida, 16431 Old Olga Rd, Alva, FL 33920** hereinafter referred to as "Contractor" and consideration of the Town of Fort Myers Beach, Florida, a municipal corporation, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931, hereinafter referred to as "Town", for and in the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

Provide Underground Utility Construction and Emergency Services for those services by Town as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Underground Utility Construction Services in all phases of any project for which a **WORK ORDER REQUEST** has been issued by the Town pursuant to this Agreement; and as described in the contract documents listed in Section 16.1. **These services will include Underground Utility Construction Services as described in the Work Order Request. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Order Request.**

III. INTENT AND PURPOSE

On September 28, 2022, Hurricane Ian made landfall in Southwest Florida causing catastrophic widespread damage to the Town of Fort Myers Beach. In anticipation of the catastrophic impacts of Hurricane Ian on the State of Florida, Governor DeSantis issued Executive Order 22-218 (as amended by Executive Order 22-219) declaring a state of emergency in numerous Florida counties including Lee County and waiving the procedures and formalities otherwise required of the Client by law pertaining to: (1) performance of public work and taking whatever prudent action necessary to ensure the health, safety, and welfare of the Town and its business owners and residents; (2) following Client's procurement and contracting policies; and (3) entering into contracts. Similarly, Client declared a state of local emergency, which it has extended in accordance with the requirements of Section 252.28(3)(a)5., Fla. Stat., and Sections 12-21 and 12-89 of the Code of Ordinances, Town of Fort Myers Beach, Florida, waiving the procedures and formalities otherwise required of Client by law pertaining to: (1) appropriating and expending funds; (2) make contracts; (3) incur obligations; (4) obtain and distribute equipment, materials, and supplies for emergency management purposes; (5) provide for the health and safety of persons and property, including emergency assistance to victims of any emergency. As a result of the catastrophic widespread damage caused by Hurricane Ian to the Town of Fort Myers Beach, and corresponding emergency and exigent circumstances, Client is in immediate need of Consultant's services as set forth herein and as authorized by State law and Code of Ordinances, Town of Fort Myers Beach, Florida, Client is waiving the procedures and formalities otherwise required of Client by law pertaining to procurement and contracting policies and entering into this Agreement.

AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both Town and Contractor. Term of this agreement shall be for a period of t h r e e (3) years, upon the mutual agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

TOWN will compensate Contractor for services under each WOR. The fee due to the Contractor shall be quoted by the successful Contractors as provided on a per project basis per current FEMA Schedule of Equipment Rates located at <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>

2.2 Invoices

Contractor shall submit project invoices to the Town within 48 hours of project completion for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, date worked reflect the address/location, type of work, and date of service, work order request number, and detailed description of work.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by Town.

Payment is delinquent 30 days following receipt and approval of invoice by Town.

For any utility (water or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the Town of Fort Myers Beach specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

2.4 Not to Exceed Value

Ten Million dollars (\$10,000,000)

IV. AGREEMENT PROVISIONS

Section 1. Period of Service

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Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good, to the satisfaction of the Town, any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Public Works Director of the Town. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the Town shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the Town deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore or in the alternative the Town may sue for damages, or both.

Section 4. **Audit**

The Contractor agrees that the Town or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the Town the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. **Contractor Responsibility**

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

The Contractor shall assign a Supervisor and identify assigned personnel to the Town account. Supervisor is responsible to keep the Town informed of the contractor's activities and have in place a dispatch method available at all times who can be

contacted by the Town by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the Town. Any change in Contractor's assigned staff must also have prior approval by the Town.

The Contractor is responsible to submit a proposed schedule to the Town consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The Town reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against Town, Contractor shall make available to Town all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by Town. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars (\$1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars (\$1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

Section 6. Additional Services

The Town may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the Town prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the Town, and the situation cannot be resolved to the satisfaction of the Town, the Town reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the Town reserves the right to delete or revise items and services

under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the Town at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

Section 7. Termination

7.1 Termination for Convenience

Either party may terminate this Agreement upon seven (7) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination. Consultant agrees to cooperate and coordinate in good faith with Client the transfer of all services and corresponding documentation and paperwork to Client or Client's designated agent upon termination of this Agreement.

7.2 Termination for Cause

The performance of the Contract may be terminated by the Town of Fort Myers Beach in accordance with this clause, in whole or in part, in writing, whenever the Town shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the Town, then the Town can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Default

In the event that the Contractor cannot respond adequately to the needs of the Town by reason of equipment failure or any other reason, the Contractor must advise the Town, as soon as possible, and further advise as to the length of said inability. The Town may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

Section 8. TOWN's Obligations

8.1 Designated Representative

The Designated Representative of the Town to act with authority on the Town's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 9. Persons Bound by Agreement

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the Town and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Inspection

The project will be inspected by the Project Manager for the Town and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the Town in writing that the work shall be ready for inspection on a definite date, at least five (5) business day following the completion of work, which shall be stated in such notice.

9.5 Start of Work and Time for Completion

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response to WOR, Contractor agrees to start the work within ten (10) days of issuance of Notice to Proceed. Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.

The Contractor shall, within Two (2) business days from the beginning of such delay, notify Public Works Director, in writing, with copy to the Procurement Manager and Beach Water Manager of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Public Works Manager.

9.6 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the Town.

Section 10. Indemnification of Town

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the TOWN, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance

11.1. Requirements

Contractor shall procure and maintain insurance, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the Town 30 days in advance of any material change or cancellation. The Town by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the Town reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the Town's approval for adequacy.

11.3 Status of Claim.

The Contractor shall be responsible for keeping the Town currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the Town. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Utility Director
c/o Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

Section 12. Contractors Standards

All work performed by Contractor will be in accordance with the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the Town, correct any deficiency which fails to satisfy the foregoing standard of the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Lee County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Lee County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages and costs incurred by the Town in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court

costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the Town shall select the mediator who, if selected solely by the Town, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the Town or the Town's representative identified herein shall be binding or enforceable against the Town.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the Town, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or

issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

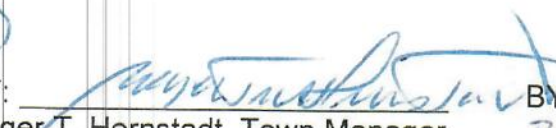
If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

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 CUSOTIDIAN OF THE PUBLIC RECORDS AT 239-765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

PROVIDER: UNIVERSAL
TRAX OF SOUTH FLORIDA

BY: 
Roger T. Hernstadt, Town Manager

BY: 
BRIAN COX / PRESIDENT

Date: November 2, 2022

Date: 9/23/22

Attested by:

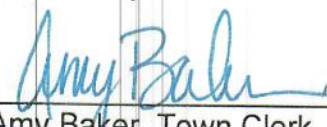

Amy Baker, Town Clerk

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- o 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- o 44 C.F.R. Part 206
- o The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- o FEMA Public Assistance Program and Policy Guide

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the County with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

Applicable Laws - The County and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The County shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/County/permittee/engineering consultant.** The County's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the County's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The County shall provide access to any location or facility on which County is performing work, or storing or staging equipment, materials or documents.
- ii. The County shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The County shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name UNIVERSAL TEAM of SOUTH FLORIDA

Date 9/23/22

Authorized Signature  PRESIDENT

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

UNIVERSAL TRAX / SOUTH FLORIDA

By:

Signature

BRIAN COX, PRESIDENT

Name and Title

116431 OLD OLGA RD.

Street Address

ALVA, FL. 33920

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

9/23/22

Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY																						
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																						
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																						
A. PRIME VENDOR/CONTRACTOR INFORMATION																						
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																		
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS OR CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION? Y N CONSULTATION? Y N OTHER? Y N																	
		DBE?	Y	N																		
		MBE?	Y	N																		
		WBE?	Y	N																		
		SDB SA?	Y	N																		
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER																		
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																						
DBE	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																						
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																						
NAME OF SUBMITTER			DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)			TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>							ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
ETHNICITY	CODE																					
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Non-Minority Women	NMW																					
Other: not of any other group listed	O																					
D. SECTION TO BE COMPLETED BY COLLIER COUNTY																						
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																		
ACCEPTED BY:					DATE																	

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

UNIVERSAL TRAX & SOUTH FLORIDA
Contractor (Firm Name)

[Signature]
Signature of Contractor's Authorized Official

BRIAN COX, PRESIDENT
Name and Title of Contractor's Authorized Official

9/22/22
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AWA Insurance Agency
13700 Six Mile Cypress Pkwy
Suite# 1
Ft. Myers FL 33912

CONTACT
NAME: Lourdes Gonzalez
PHONE
(A/C, No, Ext): 239-418-1100 FAX
(A/C, No): 239-418-1164
E-MAIL
ADDRESS: lourdes@awainsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Southern-Owners Ins Co 10190

INSURER B : Auto-Owners Insurance Company 18988

INSURER C : Technology Insurance Co 80038

INSURER D :

INSURER E :

INSURER F :

INSURED
Universal Trax of South Florida LLC
16431 Old Olga Road
Alva FL 33920

UNIVTRA-01

COVERAGES

CERTIFICATE NUMBER: 1590724132

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		20290104	3/25/2022	3/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		53-290-104-00	3/25/2022	3/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Basic \$ 10,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	☐ OCCUR ☐ CLAIMS-MADE	53-290104-01	11/17/2022	11/17/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y N/A	TWC29631878	3/25/2022	3/25/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equipment		20290104	3/25/2022	3/25/2023	Leased/Rented Equip 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach FL 33931

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE