



Fort Myers Beach Town Council

**Diamondhead Beach Resort
2000 Estero Blvd.
Fort Myers Beach, FL 33931**

Agenda

Monday, April 3, 2023

1:00 PM

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. Management & Planning Session - March 9, 2023
- B. Town Council Joint Session with LPA - March 9, 2023
- C. Town Council - March 20, 2023
- D. Town Council Joint Session with LPA from March 20, 2023

IX. CONSENT AGENDA

- A. Resolutions 23-31 and 23-32; Extension of State of Local Emergency
Adopt Resolutions 23-31 & 23-32 entitled: 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.

- B. SRF Loan Agreement Amendment 4 - DW360801 - Payment suspension
Authorize the Town Manager to execute Amendment 4 to SRF Loan Agreement DW360801 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$ 574,614 until April 15, 2025 while the Town focuses on hurricane restoration efforts.
- C. SRF Loan Agreement Amendment 5 - SW360860 - Payment suspension
Authorize the Town Manager to execute Amendment 2 to SRF Loan Agreement SW360860 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$ 413,222 until April 15, 2025 while the Town focuses on Hurricane restoration efforts.

X. ADMINISTRATIVE AGENDA

- ❖ **15-minute question and answer session with each of the Town Manager applicants**
 - ❖ **Public Comment regarding prospective Town Manager candidates only**
- C. Selection of Town Manager
Per Town Council Policies and Procedures, Resolution 23-30: Town Council shall have a 15-minute question and answer session with each of the applicants (previous item). Town Councilors are to have an open discussion of the candidates. Each Councilmember uses the provided ranking sheet to list their order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant's combined ranking score with the lowest score being the candidate selected. A contract negotiator from Town Council is selected and the transition period, if necessary, is discussed.
- D. ITB-23-10-AD Emergency for Temporary Relocation
Adopt Resolution 23-26 entitled; A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS, FLORIDA, ACCEPTING C.E. GLEESON CONSTRUCTORS INC. AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER TO ITB-23-10-AD "EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATIONS; " APPROVING AN AGREEMENT BETWEEN THE TOWN AND C.E. GLEESON CONSTRUCTORS, INC. FOR TEMPORARY RELOCATION WORK; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT, AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; AND PROVIDING AN EFFECTIVE DATE.
- E. RFQ-22-25-AD; Ongoing Misc Professional Services
Accept the recommended rankings for RFQ-22-25-AD and authorize the Town Manager to enter into negotiations with the top 5 ranked firms under each category for Ongoing Miscellaneous Professional Services.

- F. Public Claims Adjuster
Authorize the Town Manager to waive the procurement policy and execute an agreement with Garrett Claims Group as Public Adjuster.
- G. RFQ-23-11-TC; Town of Fort Myers Beach General Legal Representation
Selection of Town Attorney

XI. TOWN MANAGER'S ITEMS

XII. TOWN ATTORNEY'S ITEMS

XIII. COUNCILMEMBERS ITEMS AND REPORTS

XIV. 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 Management & Planning Session

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

Minutes

Thursday, March 9, 2023

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

Interim Town Manager Holley discussed the emergency loan program from FEMA (Federal Emergency Management Agency) and noted that interim Town Manager Wilkins and staff were working on applications. He indicated that he would be in Tallahassee next week and referred to topics in the summary that interim Town Manager Wilkins sent out.

Interim Town Manager Holley explained the difference between FEMA loans and grants.

A. Town Manager Selection Process

Discussion to revise the Town Manager selection process.

Interim Town Manager Holley stated that the resolution was very detailed and Town Attorney Herin, Jr. was prepared to modify the resolution based on Council's decision. He noted that 27 of 82 applicants were qualified and the position was open until filled. He suggested that Council allow the interim Town Managers and Linda Toppi, acting HR Manager, to review the 27 applicants and bring a certain number in for a coffee and muffins meeting. Mayor Allers liked that the meetings would be open to the public. Council Member Veatch suggested a virtual meeting to allow more people to participate. He would like to see the matrix of how the candidates were evaluated. Interim Town Manager Holley replied that the matrix was based on his years of experience.

Vice Mayor Atterholt felt that hurricane or Florida experience should not be a prerequisite, especially if the candidate excelled in all other areas. He questioned whether the interim Town Managers could assist as consultants to help the transition. Interim Town Manager Holley replied that they would help with the transition, and he stated that leadership skills were the most important for the town. Interim Town Manager Wilkins did not rule out anyone without hurricane or Florida experience.

Council Member Veach indicated that the town would be dealing with the disaster for years and felt they needed someone who could do the job now. He supported the interim town managers assisting with the transition.

Council Member Woodson felt that strategic thinking and planning were key traits, along with being relationship-oriented and transparent. She trusted the interim town managers to whittle down the applicants to five and supported a more casual setting with input from the community. She suggested providing a framework for applicants when interviewing.

Council Member King supported the interim town managers interviewing the applicants.

Interim Town Manager Holley suggested that questions be prepared for the individual interviews in a casual setting and a scorecard would be used to rank applicants.

Mayor Allers hoped they would not rule out someone without a college degree and interim Town Manager Wilkins commented that it was preferred but not a requirement. Mayor Allers felt that being a strong leader with the ability to delegate were two essential characteristics. Good communication with the public was also important and he trusted the interim town managers to bring forth the best candidates.

The coffee and muffins meeting would consist of a one-hour reception and Town Attorney Herin, Jr. recommended that it be posted as a meeting to inform the public.

Consensus was reached to allow the interim town managers to screen the applicants.

Town Attorney Herin, Jr. indicated that he would distribute multiple versions of contracts to Council for review. Vice Mayor Atterholt requested that the town attorney and interim town managers provide recommendations regarding language.

Interim Town Manager Holley described the interview day as starting at 8:00 a.m. for the reception open to the public. One-on-one interviews would follow with a lunch break. The meeting would resume at 1:00 p.m. and candidates would be interviewed and ranked with public comments after the interviews and before the ranking. Interim Town Manager Holley noted the Council would have resumes before the interviews. Interim Town Manager Wilkins stated that a survey of Florida jurisdictions determined the salary range. Vice Mayor Atterholt suggested that the final applicants not be limited to an arbitrary number. Interim Town Manager Holley replied that they would bring forth between five and seven qualified candidates.

Vice Mayor Atterholt questioned whether a question-and-answer period would be available during the interviews. Interim Town Manager Holley indicated that all candidates had to be asked the same questions and it would be awkward to single out candidates during the process. He noted that the regular council meeting would be held after the rankings were complete. Consensus was reached that the number of candidates to come before Council would be up to seven.

Interim Town Manager Holley brought up setting a timeline and process to interview Town Attorneys. He indicated he would have a final number of applicants by the March 20, 2023, meeting and they could determine the process based on the number of responses.

B. FY23 Budget

FY23 Budget - First Draft Proposed Revised Annual Budget - General Fund

Accounting Manager Cheri Russ noted the budget in the packet was based on the revenues coming in and indicated it would be short, so \$1.1 million would be pulled from reserves. At the end of FY21, there were \$3.7 million of unassigned funds but \$788,000.00 for short-term rentals for workforce housing had to be pulled from the reserves. She cautioned that cutting revenue would increase what they had to draw from reserves. A new finance director with extensive experience was starting on Monday. She added that the town applied for a \$5 million community disaster loan for operating costs from FEMA. If revenues do not return to pre-storm levels within five years, the loan can be forgiven.

Vice Mayor Atterholt questioned whether funds set aside for projects last year were available. Manager Russ responded that those funds were now part of the reserves. She indicated that \$1.3 million was set aside for emergency funds and was not included in the reserves. Funds from the American Rescue Act of \$3.5 million were set aside for underground water and utility expenses. They could be reappropriated as long as the money benefits the public from COVID.

Manager Russ explained the line of credit from the state and noted that the remaining \$820,000.00 had to be used and expended by November of this year. She indicated that the town received \$7.6 million from FEMA and \$3 million from the insurance company and Tidal Basin was keeping track of the projects and funds.

Interim Town Manager Holley noted that the lack of property taxes next year was a major concern, and he will address the issue next week with legislators.

C. FY24 Budget**FY24 Budget - Discussion of Timeline**

Manager Russ indicated that the property appraiser certified the taxable value of the town on July 1, 2023. She thought the certification would be approximately 30% less than last year. The proposed millage rate had to be set by August 4, 2023, and could be set high because it could always go down. Trim notices were sent out by August 24, 2023, the town had to hold two budget hearings in September and the budget was determined by October 1, 2023. Manager Russ stated that the revenues (in order) came from ad valorem taxes, parking, public service tax, the half-cent sales tax and the communication service tax. She estimated that the refund to property owners for the ad valorem taxes would be about \$300,000.00.

D. Parking App and Fee comparisons**Comparison of local area parking fees**

Community Development Director Steve Poposki reviewed the comparison table of hourly parking fees and violations. The hourly rate was on the upper end, but the violations were on the lower end. The residential permits of \$25.00 were a good deal. He recommended keeping the fees the same and BASE Supervisor Todd Sears agreed. Supervisor Sears explained that the two-hour limit downtown was put in place years ago at the request of the business owners, but it was no longer in effect. Mayor Allers supported keeping the fees in place and indicated that businesses did not favor the two-hour limit. Council Member Woodson questioned whether the graduated violation fees could be lumped into one. Supervisor Sears replied that the system was in place because some violations were more serious than others. Council Member Woodson pointed out that people were still parking on private property and Town Attorney Herin, Jr. replied that the town could not do anything regarding private property. Council Member Woodson suggested that people operating parking lots without permits be shut down and fined. Town Attorney Herin, Jr. responded that Special Magistrate hearings would begin in April. Director Poposki commented that parking was at 90% capacity and Supervisor Sears added that 320 paid parking spaces were open.

Consensus was reached to change all violation fees to a flat rate of \$77.00, \$100.00 after 30 days and increase illegal parking in handicapped spots to \$250.00.

Supervisor Sears described the areas available for residents to park with a permit and indicated residents were provided a map when they purchased the passes.

Mayor Allers noted people complained that the app was not allowing them to add time to the meters before they expired. Supervisor Sears commented that the system worked nine out of ten times and wondered if the problems were operator errors.

Vice Mayor Atterholt questioned whether the available parking app was in place. Supervisor Sears replied that the contract was in effect from August 2022 to August 2023, but nothing was ever set up. Vice Mayor Atterholt questioned whether the town could get a refund. Manager Russ stated the equipment was back ordered, put on hold and the town had not paid anything. The cameras installed before the hurricane would be reimbursed by insurance and reinstalled.

E. Bay Oaks Campus Large Ball Field Repair

Placement of large ballfield and status of Redevelopment Plan for Bay Oaks Campus

Director Culture, Parks & Recreation Alison Giesen indicated the debris would be removed from the ball field soon. She questioned whether Council wanted to move forward with the Redevelopment Plan and a consensus was reached to move forward with the plan. Crowder Gulf will provide an update regarding the soil remediation status at the next meeting.

F. PRESENTATION: Canal Maintenance Program

PRESENTATION: Canal Maintenance Program

Environmental Projects Manager Chadd Chustz utilized PowerPoint for his presentation. Slides included: Fort Myers Beach Waterway Evaluation 2002 and 2003; Funding, Property Owner Support, Navigation, Environment, Spoil Disposal; Gulf of Mexico Aerials; Existing Plan - Site Drainage; Estero Island Aerials and Laguna Channel Post-lan. Town Attorney Herin, Jr. reviewed the history of paying for dredging canals. Previously, some property owners and the town agreed to split costs 50/50, but the project collapsed. Since the town did not regularly maintain the canals in the past, FEMA will not contribute funds for dredging. Town Attorney Herin, Jr. commented that the canals had not been dredged because canal owners refused to pay. Interim Town Manager Wilkins described bonding the revenue stream to dredge the canals and then creating an assessment to pay the town back.

Harbormaster Austin Gilchrist provided a status of the canals and noted there was still a lot of floating debris and damaged seawalls. The depth of some canal entryways had decreased and made barge movement difficult. He noted they took pictures of the canals heavily impacted by debris and put GPS coordinates on large items so the state could remove them. He stated that most of the debris had been removed.

Interim Town Manager Wilkins suggested adding a dredging survey to the website for canal owner input. Council Member King suggested holding a presentation for the public before the survey.

IV. AGENDA MANAGEMENT**A. March 2023**

Add pedestrian overpasses for developments that span Estero Blvd.

V. ADJOURNMENT

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

The meeting was adjourned at 11:57 a.m.



**Fort Myers Beach
Joint Session
Town Council with Local Planning Agency**

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

Minutes

Thursday, March 9, 2023

1:00 PM

ORDER OF BUSINESS**I. CALL TO ORDER**

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

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

II. PLEDGE OF ALLEGIANCE**III. ITEMS FOR DISCUSSION****A. Recovery Planning issues**

Discussion of Recovery Planning for residential zoning densities Mayor Allers discussed whether they needed to change what was already in place regarding the Comprehensive Plan (comp plan). He felt that allowing more density could be detrimental and suggested they look at what they want to see in the future.

Chair Cereceda agreed and shared a story from a younger resident who feared that the beach would end up like Clearwater and she was looking to relocate. Chair Cereceda noted that the sooner they could say with some certainty what their plans and visions were for the future, the better off the residents and visitors would be. She added that right now, the uncertainty was unsettling.

Council Member Veach commented that the town had to revisit its comp plan periodically by state law. He mentioned that the CB (Commercial Boulevard) zoning was very restrictive, and modifications might be needed.

LPA Member Vanasse noted they had an obligation to update the comp plan and existing conditions were very different. He agreed that giving the community a clear idea of what the town wants to be in the future was important. He felt that using FAR (Floor, Area Ratio) for commercial uses was a good idea because rebuilding the commercial side would be the hard part. He commented that any increase in density should be tied to providing the right form of mixed-use and workforce housing.

LPA Member Vanasse noted that the LPA mostly agreed with the recent presentation by the Corradino Group but felt that the FAR and density were too high. He brought up providing public benefits to prevent a piecemeal approach to projects.

Vice Mayor Atterholt felt that traffic congestion was the number one quality of life adverse impacter and wanted to ensure that commercial developers do no harm. In return for additional density requests, he would like to see pedestrian overpasses up and down Estero Blvd. On the bay side, a water ferry system could be implemented to help mitigate congestion and he described the benefits of developers creating workforce housing for their workers.

Council Member Veach did not think they should be giving away more density by right.

Chair Cereceda stated that the mantra for incorporation was "preservation is progress," and that is where they are now.

LPA Member Eckmann appreciated being surrounded by regular people and felt the town should define its own aesthetic and what made the community unique.

LPA Member Safford agreed that being able to walk to different areas was key in the Corradino Group presentation. He did not think it was feasible to rebuild the Sea Gypsy on his small lot. Others with small parcels needed some incentive to build back. He did not want to penalize builders on big lots, but he did not want to see vacant lots for years. He wanted the small-time charm.

Council Member Woodson described why she moved to the town and indicated there had to be a balance between giving away density and allowing small businesses to rebuild. She suggested using the school as an incentive to help keep the community intact.

Mayor Allers used the Sea Gypsy as an example to provide an avenue to allow those to build back what they had, even if it was a little bigger.

Vice Mayor Atterholt brought up flexibility in the comp plan to negotiate density trade-offs for the public benefit. He noted that going higher rather than wider sometimes made more sense.

Council Member King agreed there was a need for a delicate balance and traffic mitigation was a big point.

LPA Member Plummer noted that keeping the view and air corridors open was a benefit of building up, but she did not think employees could afford to live in workforce housing. She felt they should consider allowing small businesses like the Sea Gypsy to build up. She suggested they think about helping the people who are here to rebuild and stay.

LPA Member Sudduth agreed with preserving and encouraging an affordable place to live and vacation. He agreed with getting out of the way and finding a way for people to build back with a balance. He was encouraged that everyone was on the same page.

LPA Member Vanasse mentioned communities having a base density and a max density. He agreed that the FAR would work for almost every project with possible adjustments. He explained a 1.2 FAR and how to calculate it. Planner Propst stated that the future land use districts over downtown and over Santini Plaza allowed a 2.5 maximum FAR, but the zoning districts that enable future land use districts did not. A CPD (Commercial Planned Development) could request more, but public benefits had to be provided.

Mayor Allers preferred to spread out the commercial activity as presented in nodes by the Corradino Group. Vice Mayor Atterholt questioned why they would limit their possibilities by refusing to hear ideas from developers.

Council Member Veach stated that the CB district was highly restrictive and disagreed with some of the proposed high FAR numbers, but he supported ideas to help smaller businesses build.

LPA Member Vanasse pointed out conflicts in the comp plan and the LDC (Land Development Code). He felt they could redevelop using many existing requirements by tweaking some of the language.

Town Attorney Herin, Jr. used Margaritaville as an example and recommended providing wiggle room to provide for discretionary review and define the current language more precisely. Chair Cereceda questioned finding ways to implement solutions for small businesses and residential properties immediately since the comp plan modification will take years.

Town Attorney Herin, Jr. replied affirmatively. He added that the town's variance criteria was the standard of the courts and loosening the criteria was not supported in litigation. LPA Member Vanasse noted that they could change the conversion ratio quickly in the LDC without needing a comp plan amendment. Town Attorney Herin, Jr. cautioned that the state mandated that residential and hotel units in the coastal high-hazard areas be evacuated within 24 hours in the event of a tropical storm.

Council Member Bowen concurred with preserving the beach but felt they needed the flexibility to negotiate with developers. He was concerned with the proposed density point system because it locked in the town and took away flexibility. He agreed that they needed to establish incentives to avoid lawsuits.

Mayor Allers thought that there was a consensus on four areas: FAR and the density in place made sense and still allowed room for negotiations, to create priorities for community benefits to lay out for developers, move forward with the nodes and where the zones would be located and find a way in the LDC and comp plan to allow cottages and small business to rebuild.

Council Member Veach added adjusting the CB district. LPA Member Safford questioned changing where FAR calculations started in the A zone.

LPA Member Vanasse stated that dealing with the FAR, the number of stories and height restrictions complicated things, but they had to deal with them.

Planner Propst stated that using the FAR multiplier was not traditional and made building difficult for hoteliers because the density did not work. She indicated that builders could not add an extra story if there was not enough FAR. LPA Member Plummer described allowing rooftop areas to provide more function and Planner Propst replied that it could be included and defined as an inhabitable space.

Chair Cereceda preferred the public benefits implemented by Polk County instead of using the point system.

B. Development Incentives

Development incentives to receive approval/additional intensity, such as public art, ROW dedication, affordable housing, beach access, open space or public open space allocation, public parking / contribution, public infrastructure upgrades.

IV. ADJOURNMENT



Fort Myers Beach Town Council

Diamondhead Beach Resort
2000 Estero Blvd.
Fort Myers Beach, FL 33931

Minutes

Monday, March 20, 2023

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

Council Member King moved to approve the agenda; second by Mayor Allers. Motion carried unanimously.

V. PUBLIC COMMENT

Jeanne Guzy, resident, commented about using a maximum square footage allowed instead of the 40% build rule and questioned why they went to 30 feet for a maximum height instead of 25. She asked about allowing 30% of the ground floor to be enclosed. She added that she sent an email to Council regarding workforce housing but did not receive an answer. She appreciated all the work the Town had done to clean things up.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Vice Mayor Atterholt commented about the insurance companies and others denying service to residents. He called on the State to audit the most egregious offenders because some companies were not paying legitimate claims.

Council Member Veatch mentioned the sign painters and recognized the FGCU women's (Florida Gulf Coast University) basketball team.

Council Member Woodson recognized Beach Talk Radio and the Sunset Celebration in Times Square and noted that they would be hosting a 5K race on Mother's Day.

Council Member King thanked Joe Orlandini for helping build a home and thanked

Mike and Dawn Miller from The Whale for contributing \$100,000.00.

Mayor Allers commented that the Sunset Celebration was fun, and everyone enjoyed it.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

No items.

VIII. APPROVAL OF MINUTES

A. Town Council - March 6, 2023

Council Member King moved to approve the minutes; second by Council Member Woodson.

Motion carried unanimously.

IX. PRESENTATION

A. The Corradino Group

LDC / Comp. Plan Updates

No presentation.

X. CONSENT AGENDA

Vice Mayor Atterholt moved to approve the consent agenda; second by Council Member King.

Motion carried unanimously.

A. Resolutions 23-28 and 23-29; State of Local Emergency

Resolutions 23-28 & 23-29 entitled: 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.

Vice Mayor Atterholt moved to approve the resolutions; second by Council Member King.

Motion carried unanimously.

XI. PUBLIC HEARINGS

A. 6240 and 6230 Estero Blvd - Carousel Residential Planned Development (RPD)

2nd Reading and Public Hearing on proposed Ordinance 23-06 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA REPLACING TOWN OF FORT MYERS BEACH RESOLUTION NO. 18-11, AND AMENDING THE SCHEDULE OF USES FOR THE RESIDENTIAL PLANNED DEVELOPMENT ZONING FOR THE PROPERTY LOCATED AT 6240 AND 6230 ESTERO BLVD., FORT MYERS BEACH; PROVIDING FOR REVISIONS TO CONDITIONS OF APPROVAL, AND OTHER

CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. Open the second reading and final adoption of the ordinance.

Mayor Allers read the title of the ordinance. Town Attorney Herin, Jr. swore in those providing testimony. Ex parte communications: Mayor Allers disclosed a drive-by and nothing from the other members.

Ken Gallander represented the Carousel beach development and appreciated the Council's consideration.

Community Development Senior Planner Jason Smalley reviewed the purpose of the request for an outdoor area on the roof.

No public comment.

Council Member Veach moved to approve the ordinance; second by Council Member King.

Motion carried unanimously by roll call vote.

XII. ADMINISTRATIVE AGENDA

A. RFQ-20-22-AD Ongoing Miscellaneous Professional Services Amendment #1

Adopt Resolution 23-23 entitled: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENTS BETWEEN THE TOWN AND THE FIRMS SELECTED UNDER TOWN SOLICITATION RFQ-20-22-AD FOR ONGOING MISCELLANEOUS PROFESSIONAL SERVICES TO CONFORM TO 2 CFR; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT BY THE TOWN MANAGER; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Attorney Herin, Jr. explained that 2 CFR related to FEMA reimbursements.

Council Member Veach moved to approve the resolution; second by Council Member Woodson.

Motion carried unanimously.

B. Amended and Updated FY22-23 Town Wide Fee Schedule

Adopt Resolution 23-24 entitled: A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ADOPTING AND IMPLEMENTING, BY REFERENCE, THE FY2022-2023 TOWN WIDE FEE SCHEDULE. UNLESS PROHIBITED BY STATE LAW OR THE TOWN CHARTER, PROVIDING FOR CODIFICATION, CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE

Mayor Allers read the title of the resolution. Town Attorney Herin, Jr. noted this action was to adopt modified fees. He added that the violation fines were increased and implemented administratively when tickets were generated and fees for personal watercraft, parasailing and beach furniture would be

prorated administratively and increased by 3% across the board. Interim Town Manager Wilkins will revise the resolution to include changes. Council Member Woodson questioned whether fees for additional bedrooms were revised. Mayor Allers suggested discussing the issue when the resolution comes back at the next meeting.

Mayor Allers moved to continue Resolution 23-24 to the next meeting; second by Council Member King.
Motion carried unanimously.

C. ITB- 23-06-PW- Town Road Signs

Adopt Resolution 23-25; A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING V&H CONSTRUCTION INC. AS THE TOP RANKED RESPONSIBLE AND RESPONSIVE BIDDER TO ITB-23-06-PW "ROAD SIGNS"; APPROVING AN AGREEMENT BETWEEN THE TOWN AND V&H CONSTRUCTION INC. FOR THE INSTALLATION OF NEW TOWN ROAD SIGNS; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE A FINAL AND BEST OFFER AND EXECUTE THE AGREEMENT, AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; AND PROVIDING AN EFFECTIVE DATE

Mayor Allers read the title of the resolution. Mayor Allers questioned the large spread between the lowest and second lowest bidder. Council Member Veach referred to the blue sheet for details. Mayor Allers read a section from the blue sheet concerning retaining the homemade signs. Interim Town Manager Wilkins commented that the handwritten signs might be in the town or county's right-of-way, depending on placement. Mayor Allers questioned whether the county was responsible for paying for signs on Estero Blvd.

Town Attorney Herin, Jr. stated the town was asking the contractor to install signs on streets owned by the town. Interim Town Manager Wilkins noted FEMA would reimburse the town. He indicated that he would contact the company regarding creative signs.

Council Member King moved to adopt Resolution 23-25; second by Mayor Allers.

Motion carried unanimously.

D. RFQ-20-06-AD; On-Going Professional Services for Environmental Assessments & Marine Engineering

Adopt Resolution 23-27; A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ONE YEAR RENEWALS OF THE PROFESIONAL SERVICES AGREEMENTS BETWEEN THE TOWN AND THE ENVIRONMENTAL ENGINEERING FIRMS SELECTED UNDER RFQ-20-06- AD "ENVIRONMENTAL ASSESSMENTS AND MARINE ENGINEERING"; AND PROVIDING AN EFFECTIVE DATE

Mayor Allers read the title of the resolution.

Council Member Veach moved to adopt Resolution 23-27; second by Council Member King.

Motion carried unanimously.

XIII. FINAL PUBLIC COMMENT

No public comment.

XIV. TOWN MANAGER'S ITEMS

Interim Town Manager Wilkins introduced the new Finance Director, Joe Onzick. He reviewed his experience. Interim Town Manager Wilkins added that new hires included a utility manager, a permit technician, an HR Manager and a contract specialist. Posted positions included three maintenance workers, a town manager and a utility customer service and billing supervisor. Three new BASE ambassadors were also on board and five additional permitting positions would be advertised to replace the third-party providers.

Community Development Director Steve Poposki stated he was looking for a building plans examiner and building inspector and he reviewed the requirements. He described expanding over-the-counter trade permits, such as a new electrical panel, to save time. He explained how to apply for increased cost compliance through insurance carriers to elevate or demolish a home with the Substantial Damage Determination letter. He encouraged property owners to get remodeling permits before doing any work. He indicated that elevated homes did not have to comply with the 50% rule and referred to the flood maps on the website. He encouraged residents to call him with any questions.

Mayor Allers questioned whether it would be beneficial to have a forum to walk through the process of the cost form.

Director Poposki responded affirmatively, and Vice Mayor Atterholt suggested recording the meeting and uploading it on the town's website.

Director Poposki explained the three options to demolish your home, elevate your home or make repairs for under 50%. He added that permits were regularly updated on the town's website and he referred to the Frequently Asked Questions.

Interim Town Manager Wilkins described the function of the Report a Concern button on the website.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. requested permission to schedule an executive session to discuss the pending Jamison litigation. He suggested scheduling the next meeting for 1:00 p.m. on April 17, 2023, or April 6, 2023.

Mayor Allers moved to schedule the shade meeting for the Jamison matter on April 6, 2023, or April 17, 2023; second by Council Member Veach.

Motion carried unanimously.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Vice Mayor Atterholt stated that the interlocal agreement concerning the school was not ready, but he was meeting with the superintendent's team and the ad hoc committee at 5:00 p.m. Town Attorney Herin, Jr. indicated that he had a

conference call with the Lee County School Board legal counsel tomorrow.

Council Member Veach would like to see the agreement before it is approved and Town Attorney Herin, Jr. agreed to share the document. Mayor Allers noted that opening Bay Oaks would be delayed for a few months and the town might have to rebid the project again. Vice Mayor Atterholt described how he was working to create an insurance village to handle insurance complaints but felt it was up to the regulator to take action against the bad insurance companies. He will request that links to submit complaints be added to the town's website.

Council Member Veach noted the town was eligible for water disposal grants and he questioned the grants available for hazard mitigation costs and raising houses. Interim Town Manager Wilkins replied that he would provide more information regarding the programs.

Council Member Woodson discussed holding fundraising contests and the King Foundation offered \$50,000.00 for the most creative fundraising events. She noted the contest was for 501(c)(3) corporations and would be held from June through November. She indicated the principal of the beach school was planning a fifth-grade graduation and a school concert in Times Square.

No items from other members.

A. Town Council Policies and Procedures

Adopt Resolution 23-30 entitled: A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ADOPTING AN AMENDED TOWN COUNCIL POLICIES AND PROCEDURES MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Herin, Jr. stated the resolution was to allow staff to vet the Town Manager and Town Attorney.

Council Member King moved to approve the resolution; second by Council Member Woodson.

Motion carried unanimously.

XVII. ADJOURNMENT

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

The meeting was adjourned at 10:38 a.m.



Fort Myers Beach Management & Planning Session

Diamondhead Beach Resort
2000 Estero Blvd.
Fort Myers Beach, FL 33931

Minutes

Monday, March 20, 2023

1:00 PM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Comprehensive Plan

Eddie Ng - Corradino Group

- Additional "Nodes" throughout the island;
- Increased FAR;
- FAR calculation from BFE/Height;
- Comp Plan inconsistencies

Mr. Ng described his FAR Description Presentation. Slides included: Ground Rules - Difference between Comprehensive Plans and Land Development Regulations; But What About Setbacks?; What is FAR?; Case Examples; FAR Renderings; Critical Directions; Future Land Use Map; Comprehensive Plan & Land Development Regulations; Current Comprehensive Plan Policies; Proposed Comprehensive Plan Policies; Proposed Districts; Times Square Mixed-Use District; Civic Center & Coconut Village RV Park; Publix Commercial Parcel; Neighborhood Center; Theatre & Arts District; and Santini Village.

LPA Member Plummer questioned why the marina was included in Santini Village, but the other marinas were not included in the other nodes. Mr. Ng replied that they would include them if so directed.

LPA Member Eckmann noted that many people did not use banks anymore after Mr. Ng indicated that a bank wanted to move to the town, but regulations prevented it. LPA Member Eckmann indicated that the dry-cleaning business was closed and he did not think people were looking for office space on the island. He noticed that the Publix node was the only one that encroached on residential properties. Mr. Ng responded that they were shrinking the area after direction from the Council. Mr. Eckmann felt that a marina district made sense and, in his opinion, buildings over four stories did not feel like a community to him, but Margaritaville, with three stories, looked better. LPA Member Sudduth felt that having marinas separated into different nodes made sense. He noted his condominium was a community and most of the south end was a residential area. LPA Member Vanasse summarized previous discussions for the audience.

LPA Member Plummer stated they needed to open up some uses regarding the bank issue and felt the marinas needed to be included in the nodes. Vice Mayor Atterholt received unanimous consent from Council Members to remove Bay Beach acreage from the proposal. Mr. Ng stated that it was not intended to be in the proposal. Vice Mayor Atterholt hoped Mr. Ng would look at incorporating pedestrian overpasses and a water ferry service to help mitigate traffic.

Chair Cereceda questioned whether parking should be included or excluded in the FAR calculation. She was not open to changing FAR in the comp plan or any substantial change except for node designations. Her goal was to create certainty and security for the residents, developers and speculators.

She discussed height and open space and felt it was open for discussion. Council Member Woodson noted she was not interested in changing the comp plan either and liked having the marinas as a separate entity. Council Member Veach agreed with a marina district and creating a mixed-use district. He supported using a point system for bonuses. He asked why the sentence in the comp plan noting that the town was road capacity limited was removed. For incentives, he suggested that leaving the ground floor open could count less towards FAR and enclosing the ground floor would count as more towards FAR. He felt that the nodes should not be right next to residential neighborhoods. He questioned no residential on the Gulf side in the civic or downtown area. Mr. Ng responded that he had received comments from the LPA concerning the issue and would remove the restriction.

LPA Member Safford questioned the height graduations between the nodes. Mr. Ng replied that the Council had to reach a consensus regarding height. LPA Member Safford agreed with incentives regarding open parking on the ground floor. LPA Member Bowen also agreed that marinas should be separate nodes. Mr. Ng clarified that it could take up to 180 days for the comp plan to be approved, not 18 months.

Town Attorney Herin, Jr. noted that the LDC had to be consistent with the comp plan and both were somewhat limiting. He stated they could make changes to the LDC, but they had to be consistent with the comp plan. Chair Cereceda verified that a private entity could request to change the comp plan that would affect all properties.

Mayor Allers questioned whether offering marina districts the same intensity/density as the surrounding districts made sense. He asked whether it made sense, regarding measuring from base flood elevation, to add a bonus story or two as a feature for the needs area depending on where it was located. He stated the FAR was not an issue, but the dwelling units per acre were. He used the Town Hall property and building as examples to explain what he meant. Mr. Ng replied that intensity had to be consistent with the comp plan.

Mr. Ng said they wanted separate marine districts, more separation between the nodes, reduce the Publix area, remove the Woman's Club and Mosquito Control area, look across the street for potential redevelopment opportunities, and consider maintaining existing FAR across the board.

Public comment:

Pasquale Ferrino from Bay Beach Lane commented that the audience cared about the island and the majority of people were middle-class and wanted to stay on the beach. He stated that the residents made a commitment to the island. Martha Minogue from Bay Beach liked neighborhood villages surrounding the marinas, but she did not think the word village would fit with the tall stories at Santini Plaza. She suggested following Fifth Ave. South and Third Ave.

South as a model. She stated they needed more shade trees on Estero Blvd. to promote walking and biking in the heat. She suggested forming a shade tree committee.

Denise Klint cautioned against building what the town wanted versus what developers were willing to build. She was glad they brought up providing certainty for the community.

Jack Daniels, resident, questioned why they had to update the comp plan and he supported a bonus plan to bring houses up to code.

Dale Whitwood, Bay Beach Lane, requested bike lanes and a trolley lane the length of the island. He hoped Santini Plaza stayed at one level.

Dan Pletcher, Bay Beach Lane, noted that Santini Plaza had always been the node for the south end and felt it was essential to keep that intact. He agreed with a better trolley system and a ferry service.

Judy Haataja, resident and business owner, mentioned the struggle between residents and tourists. She noticed that the push to open commercial businesses overshadowed residential permitting issues. She brought up taking away the right for apartment units on the ground floor and felt that the tax rolls should be used as verification that they existed.

Grace Workman, resident, asked for consideration of density. Less density would be more exclusive and the hotels could make more money.

Sue Patton, Bay Beach Lane, stated they needed to bring back all the greenery they lost and that the town should consider using 75-100% native plantings.

Cassius Upton stated that residents were having problems getting permits. He said they became a town partly because they did not want a bunch of high-rises on the island. He encouraged the Council to keep the comp plan in place because it was a small community. He asked that they take care of the community and not take money from the big boys.

Bonnie Slatton, Bay Beach Lane, questioned keeping the island more spacious.

Wayne Rockman from Oklahoma indicated that he had been trying to get a permit to rebuild a fourplex for months and was told there were no records to prove the structure had existed. He questioned how to move forward.

Roger Celeste, resident, noted that the island's south end lost the Wyndham and a very big social area with surrounding businesses. He asked that they consider what would happen with the property.

Public comment closed.

Increase FAR? LPA Member Eckmann - no; LPA Member Vanasse - no; LPA Member Plummer - no; Council Member King - no; Vice Mayor Atterholt - no; Chair Cereceda - no; Mayor Allers - no; Council Member Woodson - no; Council Member Veach - no; LPA Member Safford - no; and LPA Member Bowen - no. Town Attorney Herin, Jr. stated that they had to establish a ceiling for FAR and there were different ways to calculate FAR. Mr. Ng indicated that it was contradictory to set a ceiling and then ask for bonuses on top of the cap. He asked for the group's priorities regarding bonuses and a point system. Community Development Planner Sarah Propst noted that while a priority discussion was held, it was not clear whether the group wanted a point system or just flexibility with FAR negotiations. Chair Cereceda noted that pedestrian walkovers, water ferries, open spaces and view corridors were some of the priorities. Vice Mayor Atterholt encouraged Mr. Ng to watch the meeting discussions. Mayor Allers added that the point system was difficult, but categories such as vegetation, traffic flow and view corridors were important. Council Member Veach explained that he liked the point system because it let the developers know what they got in return for a beach access, public dock or any other public benefit. Chair Cereceda's number one public benefit was public space and she asked how that would work with a point system. Mr. Ng replied that specific items like nature paths or trees would be awarded a certain number of points.

LPA Member Vanasse suggested keeping the FAR as is and allowing leeway to count FAR from BFE (Base Flood Elevation) to allow for parking. Mr. Ng will work with that suggestion and bring something back. Council Member Veach questioned whether the point system had to be in the comp plan. LPA Member Vanasse thought a policy could be created in the LDC and they needed to create a priority system with points attached to categories. LPA Member Safford felt that a point system encouraged bigger development because they could obtain a beach access, but the small business owner could not.

Vice Mayor Atterholt agreed and added that people on the bay side would have different opportunities for public benefit than those on the gulf. LPA Member Bowen cautioned against adopting a point system that created entitlements for developers.

Council Member Woodson did not support assigning points for specific items; she preferred categories with items underneath and the ability to combine or pick and choose from categories. She stated they had to prioritize what they wanted as a community before randomly assigning points. Council Member King did not care for a point system and appreciated the flexibility. Mr. Ng replied that he would work with staff and create the pros and cons of a point system. He noted that he was hearing what the town wanted, but they had to be willing to give something in exchange for what they wanted. Mayor Allers questioned whether the majority favored a specific item point system or a broader category point system.

BFE: Mayor Allers questioned whether they supported changing from sea level to BFE. He felt that they automatically gave people an extra story if they started at BFE. He preferred a mechanism to change the height in the LDC instead of arbitrarily giving up the first floor in the FAR calculations. LPA Member Bowen supported more flexibility. LPA Member Safford indicated that open parking should start at BFE because it was a benefit. Mayor Allers questioned whether BFE would be a high-priority category. He disagreed with changing it across the board, but it would be considered if it was in one of the prioritized categories.

Chair Cereceda agreed with Mr. Ng that flexibility did not create predictability or security and the community needed to know what to expect. She questioned Planner Propst regarding something in the LDC about six feet.

Planner Propst replied it had to do with where the first story started and the height was measured from BFE. The first floor below flood was counted but not the height and that is where the six feet came in. Vice Mayor Atterholt suggested keeping BFE as a negotiating tool instead of a blanket authorization. Town Attorney Herin, Jr. stated that there were state limitations regarding negotiating certain aspects of a development approval. There had to be a rational connection between asking a developer to provide something for a bonus to offset the project's impact on the community. He noted that their discussions had merit, but there would be certain limitations as they moved forward based on case law, restrictions by the legislature, and the community's unique characteristics. He stated they had to set criteria or objective components to the process because it could not be discretionary without guidance if they wanted to avoid legal issues. The goal was to apply the criteria evenly across the board and flexibility was built in, but it was not a free-for-all. Town Attorney Herin, Jr. indicated that rules had to be created to minimize the risk to all. Chair Cereceda felt they needed to eliminate the word "negotiate" from the conversation and they needed criteria. Town Attorney Herin, Jr. responded that the goal was to ensure the comp plan and LDC had sufficient criteria to provide flexibility and certainty simultaneously.

Council Member King supported flexibility. LPA Member Plummer agreed that applications should be looked at individually, but she felt they should consider granting an extra floor in exchange for keeping the bottom open. LPA Member Eckmann noted that it was not easy to see through when cars were parked and utilities were on the ground floor.

Comp Plan Inconsistencies: Senior Planner Smalley indicated that they needed more time to establish inconsistencies and he would bring something back.

Nodes: Chair Cereceda reviewed what they discussed above. LPA Member Vanasse did not have a problem with nodes or sub-districts being next to each other. Vice Mayor Atterholt confirmed that the Wyndham and Outrigger were in separate nodes and Mr. Ng stated that the Beach Baptist church was not in a node but could ask to be included.

Mayor Allers summarized the discussion: work within the current FAR ratios in the comp plan; create a plan for overall priorities for development for visibility with high-priority categories and calculations for BFE for height would fall under a give and take and not by right. Council Member Veatch stated that any large-scale development at Beach Baptist would encroach on the residential area. Chair Cereceda read synonyms for nodes and suggested changing the word. Planner Propst indicated that other communities referred to them as centers.

B. Land Development Code

- **Density per acre calculations;**
- **Commercial Design Standards;**
- **Defining Public Benefit;**
- **Validating non-conforming units for re-build**

Density Per Acre Calculations: LPA Member Vanasse suggested creating a base with a maximum. People would have to ask for anything over the base and demonstrate the project's benefits and compatibility with the community. Mayor Allers questioned whether they were more concerned with the size of the building or what went inside it. He did not think it made sense that anyone in the RC zoning district was allowed to have a duplex, but if the FAR did not match or the dwelling units per acre did not match the square footage, a duplex was not allowed. He questioned how to close the gap with the calculations. LPA Member Vanasse noted that it significantly affected the smaller hotels and motels because they were limited to a few units. LPA Member Safford commented that it was all about the doors in the hotel world. Town Attorney Herin, Jr. suggested that LPA Member Safford and hotel owners in a similar situation meet with Mr. Ng and staff to see if there was a way to level the field for them. LPA Member Safford referred to a list of hotels, the number of units and the square footage of each. He questioned calculating the FAR on a bigger scale to help with rebuilding. Planner Propst remarked that for lots less than 15,000 square feet, one could count half of the right-of-way width towards the acreage and round up.

Mayor Allers questioned whether Town Council could give them what they had before and allow them the flexibility to ask for more as they did with the beach cottages. Chair Cereceda noted the beach cottages needed to be legitimized, but that was not the case with commercial properties. She discussed giving advantages to some commercial properties and not all. Council Member Veach questioned adding restrictions on additional density so owners could not turn around and sell the property to make more money. The buyer would inherit the normal rights.

Vice Mayor Atterholt stated that residents he spoke to wanted to keep the small businesses alive and he supported helping smaller entities. He was open to suggestions on how best to do that and supported non-transferable rights. Mayor Allers mentioned making policies in the best interest of the entire community. If a hotel had 4 units but now needed 20 to make it financially viable due to the cost to build, was it up to the Council and the LPA to make it work for them without giving them an unfair advantage? LPA Member Sudduth suggested focusing on the smaller entities and working with them individually. He supported calculating FAR from the right-of-way for small lots.

LPA Member Plummer suggested that hotels under 25 units be considered Mom & Pop hotels.

Planner Propst stated that the Dolphin Inn could get its 13 units back with the post-disaster build-back, but they could be no larger than they were. She clarified that FAR could be calculated by using half of the right-of-way on adjoining streets of the property.

LPA Member Vanasse discussed spending a lot of time on commercial development because it would have a disproportionate impact on the island and its ability to recover. He mentioned the cost of rebuilding the town and increasing the tax base to contribute to the quality of life on the island. LPA Member Safford will get together with other small hotel owners and report back at the next meeting. He noted that some people who had a duplex before Ian were now told they could not rebuild what they had. Senior Planner Smalley clarified that if the owner could establish they had a legal duplex, the post-disaster policy did vest the interior area and the number of dwelling units. The limitations would be setbacks and height, but they were allowed to keep two units even if that meant they had to build up. LPA Member Plummer described another property owner who used to have a fourplex on the tax roll but was denied a permit to rebuild. Senior Planner Smalley stated that if Council desired, staff could take a much broader look at the level of documentation needed to establish the dwelling units existed.

Town Attorney Herin, Jr. reiterated that reliance upon the tax rolls was legally insufficient according to Florida courts and staff was looking at how other jurisdictions dealt with the issue. He indicated that a combination of documents listed in the LDC could be used to prove the structure legally existed. Senior Planner Smalley commented that staff would give the benefit to the property owner and Town Attorney Herin, Jr. suggested that the criteria be codified with an amendment to the LDC.

For homeowners looking for old pictures, the FDOT (Florida Department of Transportation) took aerial photos of FL every two years starting in the 1950s.

Public comment:

Madeline Boyd, co-owner of the Beach Bar, stated she wanted to rebuild and was interested in meeting with LPA Member Safford and other entities. She questioned whether they needed such a big post office on that big piece of property mid-island.

Grace Workman, resident, clarified that they should give hotels what they had but not extra; however, she supported giving the smaller businesses anything they needed to allow them to rebuild.

Terry Persaud, business owner, felt there was no clear direction on FAR or density and it was difficult for him to create a plan to rebuild. He suggested that the Times Square merchants and Town Council meet and discuss how to rebuild.

John McClain, resident, thanked the group for collaborating. He suggested learning from other communities and questioned why the previous subcommittee was disbanded. Town Attorney Herin, Jr. replied that the state advised the town to disband the committee due to the sunshine law.

Becca Nakaya, resident, was not sure what to do about her house yet and suggested that the town stand for what they wanted. She thanked everyone for working so hard on the community's behalf.

Deb Sonic, resident, felt there needed to be disclosure statements when people buy their properties.

Public comment closed.

C. Miscellaneous

▪ **"Mom and Pop" hotels**

See above.

IV. ADJOURNMENT

Mayor Allers adjourned the meeting at 5:24 p.m.

1. **Requested Motion:**

Meeting Date: April 3, 2023

Adopt Resolutions 23-31 & 23-32 entitled: 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.

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:**

Resolution

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. Approving and ratifying these Resolutions will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 22-34.

Attachments:

1. 23-31, Extending Declaration of Local Emergency 4.3.23-4.9.23
2. 23-32, Extending Declaration of Local Emergency 4.10.23-4.16.23

Financial Impact:

6. **Alternative Action**

Not adopt resolutions and the end the Local State of Emergency for Fort Myers Beach

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 3/23/2023
Approved - 3/23/2023
Approved - 3/28/2023
Approved - 3/29/2023
Final Approval - 3/29/2023

RESOLUTION 23-31

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 3rd day of April 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 3rd day of April 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 April 2023.

RESOLUTION 23-32

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 10th day of April 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 3rd day of April 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 April 2023.

1. **Requested Motion:**

Meeting Date: April 3, 2023

Authorize the Town Manager to execute Amendment 4 to SRF Loan Agreement DW360801 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$ 574,614 until April 15, 2025 while the Town focuses on hurricane restoration efforts.

Why the action is necessary:

What the action accomplishes:

Suspends SRF loan payments for loan agreement DW360801 for 2 years (24 months).

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Repayment will begin on April 15, 2025 and will continue semiannually on October 15 and April 15 until repayment is complete. The loan term is 30 years.

Attachments:

1. Fort Myers Beach - DW360801 - A4 - Ext

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 3/27/2023
Approved - 3/27/2023
Approved - 3/28/2023
Approved - 3/29/2023
Final Approval - 3/29/2023

**STATE REVOLVING FUND
AMENDMENT 4 TO LOAN AGREEMENT DW360801
TOWN OF FORT MYERS BEACH**

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 “Party”.

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW360801, as amended; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

The Parties hereto agree as follows:

1. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on April 15, 2025, and semiannually thereafter on October 15 and April 15 of each year until all amounts due under the Agreement have been fully paid.

2. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for October 15, 2024.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than October 15, 2024.

(4) The first Semiannual Loan Payment in the amount of \$574,614 shall be due April 15, 2025.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 4 to Loan Agreement DW360801 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

Town Manager

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: April 3, 2023

Authorize the Town Manager to execute Amendment 2 to SRF Loan Agreement SW360860 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$ 413,222 until April 15, 2025 while the Town focuses on Hurricane restoration efforts.

Why the action is necessary:

What the action accomplishes:

Suspends SRF loan payments for loan agreement SW360860 for 2 years (24 months).

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Repayment will begin on April 15, 2025 and will continue semiannually on October 15 and April 15 until repayment is complete. The loan term is 30 years.

Attachments:

1. Fort Myers Beach SW360860 A2 - Ext

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

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

Created/Initiated - 3/27/2023
Approved - 3/27/2023
Approved - 3/28/2023
Approved - 3/29/2023
Final Approval - 3/29/2023

**AMENDMENT 2 TO LOAN AGREEMENT SW360860
TOWN OF FORT MYERS BEACH**

This amendment is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the “Corporation”) and the TOWN OF FORT MYERS BEACH, FLORIDA, (the “Local Borrower”) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department, the Corporation, and the Local Borrower shall be referred to as “Parties” or individually as a “Party”.

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a Clean Water State Revolving Fund Loan Agreement, Number SW360860, as amended; and

WHEREAS, loan repayment activities need rescheduling to give the Local Borrower additional time to complete construction.

WHEREAS, certain provisions of the Agreement need revision.

NOW, THEREFORE, the parties hereto agree as follows:

1. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Trustee beginning on April 15, 2025, and semiannually thereafter on October 15 and April 15 of each year until all amounts due under the Agreement have been fully paid.

2. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for October 15, 2024.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than October 15, 2024.

(4) The first Semiannual Loan Payment in the amount of \$413,222 shall be due April 15, 2025.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement SW360860 may be executed in three 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 Corporation has caused this amendment to the Loan Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower 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 Chief Executive Officer of the Corporation.

for
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

Chief Executive Officer

Date

Reviewed and approved by the Corporate Secretary

for
TOWN OF FORT MYERS BEACH

Mayor

Attest:

Approved as to form and legal sufficiency:

Town Clerk

Town Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION.

Secretary or Designee

1. **Requested Motion:**

Meeting Date: April 3, 2023

Per Town Council Policies and Procedures, Resolution 23-30: Town Council shall have a 15-minute question and answer session with each of the applicants (previous item). Town Councilors are to have an open discussion of the candidates. Each Councilmember uses the provided ranking sheet to list their order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant's combined ranking score with the lowest score being the candidate selected. A contract negotiator from Town Council is selected and the transition period, if necessary, is discussed.

Why the action is necessary:

Appoints the chief administrative officer of the Town

What the action accomplishes:

Fills the vacant Town Manager position

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Keith Wilkins , Interim Town
Manager

5. **Background:**

The town has been without a permanent Town Manager since November 21, 2022 after the prior Town Manager resigned. H2 Solutions, LLC was contracted to serve as Interim Town Manager until a new permanent Town Manager could be hired.

A nationwide solicitation was issued, resulting in 83 responses. Twenty seven of those responses were deemed to meet the qualifications by the Town HR Consultant and the town's HR Specialist. The 27 candidates were reviewed by the HR Consultant, HR Specialist, and the two Interim Town Managers from H2 Solutions. The review panel shortlisted and qualified the availability of the top 4 candidates.

Per Council policy and additional activities to provide for both Council interviews, exposure to town management and public transparency, the following process has been developed:
Sunday evening April 2 – Candidates will be oriented to the next day's activities by the HR Consultant, HR Specialist, and the two Interim Managers (H2 Solutions).

Monday April 3,

8:00 a.m. – Public meet and greet reception

9:00-11:30 a.m. – one on one interviews rotating candidates to each Councilor

12:00-1:00 p.m.– Candidates lunch with department Directors and Interim Town Managers

1:00-2:00 p.m. – Town Council session public interviews with each candidate

2:00 p.m. – Selection of final candidate for contract negotiation

Monday April 17 – anticipated approval of Town Manager contract

Monday May 15 – anticipated start date for the new Town Manager

Attachments:

1. Hyatt, Andrew
2. Lawless, Seth
3. Shoobridge, Jeff
4. Wilkins, Jeff

Financial Impact:

Pay negotiated salary, within budgeted range.

6. Alternative Action

Reject all candidates and instruct staff to re-advertise and continue to accept applications

7. Management Recommendations:

Per the Town Charter, Sec. 6.01. Appointment and qualifications. *The council shall appoint a town manager. The town manager shall be appointed primarily on the basis of executive and administrative qualifications.*

Council select a final candidate for contract negotiation or reject all candidates and readvertise.

8. Recommended Approval:

Danielle Felton,
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 3/24/2023
Approved - 3/28/2023
Approved - 3/29/2023
Final Approval - 3/29/2023

Andrew E. Hyatt
12 Ponte Vedra Court, Unit B
Ponte Vedra Beach, Florida 32082

January 23, 2023

Mayor and Council
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

Ref: Town Manager

Dear Mayor and Council,

This letter will serve as a formal request for consideration to join the Town of Fort Myers Beach as Town Manager. Recently, I was the Town Manager for the Town of Surfside, Florida. Prior to this position, I was the Texas State Director for K9s For Warriors located in San Antonio. Previous positions have included, City Manager of Neptune Beach (FL), City Manager of East Ridge (TN), City Manager of Fairview (TN), City Manager of Etowah (TN), Community Development Manager of Deerfield Beach (FL) and Senior Administrative Assistant for the City of Jacksonville (FL).

I have had a myriad of responsibilities including City Administration, Economic Development, Human Resources, Customer Service, Equal Employment Opportunity, Ethics, Disciplinary Review/Actions, Purchasing, Payroll, Benefits, Civil Service Rules Review Committee and other responsibilities. I have worked within a Civil Service system, represented by the American Federation of State, County, and Municipal Employees (AFSCME) union and hired more than 500 seasonal workers. I have either managed or assisted in managing budgets as little as \$750,000 and more than \$23 million; and had the unique distinction of working in a city with one of the largest parks systems in the United States.

In 2011, I was instrumental in the initial investment by the City of East Ridge into the Border Region Retail Tourism Development District (Act). The Border Region Act is designed to keep sales tax dollars in the State, not "leak out" to bordering states, and therefore, makes the city more competitive for new development within the Border Region District. The city can be reimbursed for the cost of financial incentives by receiving a portion of the state's share of increased sales tax revenue. That initial investment of \$4 million was for infrastructure improvements to developers who then brought in a Bass Pro Shop.

Additionally, I have developed Strategic and Business Plans. As Community Development Manager in Deerfield Beach, I brought the preparation of the five-year master plan for community development, resulting in a streamlined process for the Target Area of the city utilizing federal and state funding. By simplifying the process, we became more customer focused, this allowed for detailed input from the local target community.

Throughout my career, I have focused on making a difference as a public administrator. Through my government experience, I feel I have developed a balanced and objective approach to municipal management. As you can see on my resume, I have tried to continually improve professionally. As part of that process I returned to graduate school at the University of Tennessee at Chattanooga to obtain my Master of Public Administration degree. I have also obtained the required certification by National Incident Management System (NIMS).

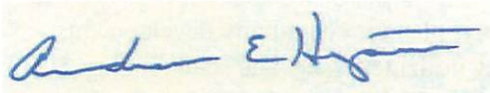
Recently, I was leading our Crisis Management Team during the Champlain Towers South building collapse in Surfside, on June 24, 2021. Working side by side with Search and Rescue Teams from around the world as well as with my team. I also worked together with representatives from Federal, State and Local governments, to include Miami-Dade County (Fire & Rescue, Police, Mayors Office), other municipalities in South Florida and across the state. This was a true test of my leadership skills during a catastrophe. My experience with Crisis Management and Emergency Management was put to the test. I was able to call on my training and experience in National Incident Management System (NIMS) training as we conducted the search and rescue effort. In March of 2022, the citizens voted to allow the City Commission to issue a General Obligation Bond for a \$40 million utility undergrounding project. We anticipate a start date of Summer 2023 for this project.

I am a visionary and the type of manager that does not involve himself in the political arena, choosing instead to focus on making the city the most efficient, effective, results oriented and quality municipal government in America. I am a public servant and to that end I work to strengthen the organization and to lead by example. I subscribe to the team approach to problem-solving and work hard at team building. In addition, I am a hands-on manager who is capable of multi-tasking to get the work accomplished.

With over twenty-six (26) years of highly responsible management and leadership experience in both the private and public sector; over eighteen (18) years have been in municipal government, and more than thirteen (13) years as City Manager. My education includes a Master's Degree in Public Administration, a Bachelor's Degree in Political Science: Public Administration and an Associate of Applied Science Degree in General Business. I possess excellent oral and written communication skills as well as strong computer skills. I would like the opportunity to discuss further with you my qualifications for possible employment.

Thank you for your consideration. I feel my experience and qualifications make me an excellent candidate for the Town Manager position with the Town of Fort Myers Beach I look forward to speaking with you soon to discuss this opportunity. I can be contacted at **904-609-6477** or via email at aehyatt59@gmail.com.

Respectfully,



Andrew E. Hyatt

ANDREW E. HYATT

12 Ponte Vedra Court, Unit B
Ponte Vedra Beach, Florida 32082
Telephone: 904.609.6477
Email: aehyatt59@gmail.com

OBJECTIVE

**Developing, Managing & Monitoring Programs That Move Initiatives Forward for
Government & Non-Profit Organizations**

CAREER PROFILE

Track record of accomplishments during 20-year career in government and non-profit. Sharp understanding of government budget management/accounting, government procurement and contract management, and public policy. Proactive professional, effective in communicating and building relationships with all intermediaries – government officials, corporations, interest groups, citizens, colleagues, staff, and management. Politically sensitive practitioner of principal-centered leadership and strong proponent of an empowerment management style. Master of Public Administration.

Core Competencies

- Crisis Management
- Budgeting & Financial Oversight
- Strategic Planning & Goal Setting
- Policy & Procedure Development
- Government Relations (Federal, State & Local)
- Grant Development & Funding
- Reports, Position Papers & Publications
- Legislative Affairs
- Human Resource Management
- Employee Hiring, Training & Mentoring

GOVERNMENT EXPERIENCE

Town Manager TOWN OF SURFSIDE

9293 Harding Avenue
Surfside, Florida 33154
Supervisor: Town Commission (305.861.4863)

NOV 2020 to DEC 2022
50 hours per week

Chief Administrative Officer in charge of managing a full-service beachfront municipality. Responsible for the day-to day town-wide operations with a permanent population of approximately 5,900 with 133 employees (109 FTE), operating budget of \$16.4 million and eleven (11) separate funds totaling over \$13.4 million. Prepare budget and business plan for coordination of policy development, planning and implementation of Town goals and objectives; policies and procedures for providing Town services; management and analysis of programs and services. Represented the Town to business organizations, civic associations, developers, other governmental entities and the public. Develop programs for grant applications and provide policy recommendations to the Town Commission. Interact and build partnerships with local/state/federal elected officials and maintain involvement in government.

Accomplishments

- Led our Crisis Management Team during the Champlain Towers South building collapse in Surfside - 2021
- Review and update all job descriptions
- Implemented changes and upgrades to the Building Department, which include hiring a certified Building Official, redesign of the front office to make it more customer friendly
- Successful in obtaining funding in the amount of \$2,000,000 for the Abbott Avenue drainage project – 2021
- New General Engineering Consultants (GEC) and continuing service agreements. Eight (8) engineering firms were procured via RFQ and continuing service agreements were negotiated and approved by the Commission,
- 96th Street Park Project, conducted Two (2) virtual public outreach meetings, an in-person event and two (2) surveys completed or in-progress. The Design Team has analyzed the community feedback and has prepared the Schematic Design for the project
- Undergrounding Utilities Contracted with a consultant to manage the \$37 million process. Worked with FPL, AT&T, Atlantic Broadband, Hot Wire for location of their service line underground

NON-PROFIT EXPERIENCE

**Texas State Director
K9s FOR WARRIORS**

4710 State Highway 151
San Antonio, Texas 78227

Supervisor: Patty Dodson – Chief of Staff (904.686.1956)

JUN 2019 to MAR 2020

50 Hours per week

Plan and coordinate all development and community engagement activities. Develop and grow community relationships with donors, volunteers, community organizations or representatives. Build relationships with community stakeholders to advance the mission. Coordinate with the Development team by, researching funding opportunities, compiling donor information and assisting with grant writing and applications to gain sponsorship and donations and managing volunteers. Oversee Kennel Operations Manager and staff (including hiring full and part time kennel assistants). Participate in special projects and take on additional tasks as requested. Maintain good communication with kennel staff and management. Maintain good working relationships with all kennel and organization employees.

GOVERNMENT EXPERIENCE

**City Manager
CITY OF NEPTUNE BEACH**

116 First Street
Neptune Beach, Florida 32266

Supervisor: City Council (904.270.2400)

JUL 2015 to JUN 2019

50 hours/week

Chief Administrative Officer in charge of managing a full-service beachfront municipality. Responsible for the day-to-day city-wide operations with a permanent population of approximately 7,200 with 75 employees, operating budget of \$5.3 million and fifteen (15) separate funds totaling over \$12 million. Prepare budget and business plan for coordination of policy development, planning and implementation of City goals and objectives; policies and procedures for providing City services; management and analysis of programs and services. Represented the City to business organizations, civic associations, developers, other governmental entities and the public. Develop programs for grant applications and provide policy recommendations to the City Council. Interact and build partnerships with local/state/federal elected officials and maintain involvement in government, outside group, and private industry discussions on issues involving the City.

Accomplishments

- Successful in saving dollars by utilizing staff for projects like installing new sidewalks, parking spaces without going through the RFP process
- Restructured top tier of Police Department
- Successfully negotiated the Bargaining Agreements with the FOP and Local 630 Employee Union.
- Developed a plan to create additional parking spaces in the Town Center
- Negotiated a new Solid Waste contract with Waste Pro
- Restructured organizational chart to include Deputy City Manager, Deputy Director, Commanders without adding additional positions
- Prepare five (5) year strategic plan
- Developed Park Master Plan
- Completed construction on a community building
- Successful in several grants for the park and infrastructure.
- Developed Goals, Objectives and Performance Measures for each department to better track the progress of the departments and to assist in the evaluation of each employee.
- Resolved Tipping Fee issue with the City of Jacksonville, along with the City Attorney
- Established a format for evaluating each employee annually to include performance measures. Annual evaluations take place September
- Developed the following policies: Whistleblower, Compensatory Time, Internal Control, Cell Phone, Ethics, Take Home Vehicle, Computer/Internet Use, Cell Phone Use, Merit Increase, Social Media, Tobacco Use
- Worked with staff in preparation of and clean up of Hurricane Matthew and Hurricane Irma

City Manager
CITY OF EAST RIDGE
1517 Tombras Avenue
East Ridge, Tennessee 37412
Supervisor: City Council (423.867.7711)

OCT 2013 to JUN 2015
50 hours/week

Chief Administrative Officer in charge of managing a full-service municipality. Prepare budget and business plan which included goals and objectives, develop programs for grant applications, and provide policy recommendations to the City Council. Gather data from various sources to be included in position papers in response to the Councilman's request for information on sensitive issues. Interact and build partnerships with local/federal elected officials and maintain involvement in government, outside group, and private industry discussions on controversial issues.

Accomplishments

- Successful in negotiations with Developer for the Jordan Crossing development to include a Bass Pro store.
- Successful in negotiations with Developer for a Wal-Mart Neighborhood store.
- Received Local Parks and Recreation Fund grant for playground.
- Implemented Border Region Legislation.
- Created an effective communication tool by preparing a monthly publication to the Council regarding organizational progress and upcoming projects and concerns.
- Implemented a merit-based Performance Measures evaluation program.
- Recruited and hired a Police Chief, Fire Chief and City Treasurer.
- Reviewed and rewrote City Employee Handbook.
- Revived Industrial Development Board (IDB).
- Developed inventory for leasable/for sale/or sale-lease space.
- Instituted a Pay Plan which includes Grades and steps for budgeting purposes.
- Oversee multiple projects throughout the city to include Economic Development/Redevelopment, Parks & Recreation, Paving/Resurfacing, Traffic light installation.
- Project Manager for relocation of a Fire Station.

City Manager
CITY OF FAIRVIEW
7100 City Center Way
Fairview, Tennessee 37062
Supervisor: Board of Commissioners (615.387.6084)

JAN 2010 to OCT 2013
50 hours/week

Chief Administrative Officer in charge of managing a full-service municipality. Prepare budget and strategic plan, oversee development of programs for grant applications, and provide policy recommendations to the City Commission. Gather data from various sources to be included in position papers in response to the Commissioner's request for information on sensitive issues. Interact and build partnerships with local/federal elected officials and maintain involvement in government, outside group, and private industry discussions on controversial issues.

Accomplishments

- Prepared Five-Year Strategic Plan.
- Received a Local Parks & Recreation Fund grant for a Greenway Project.
- Received funding for Safe Routes to Schools sidewalk project.
- Received funding from MPO Active Transportation Program for resurfacing.
- Met with and prepared communications to U.S. Senators and Congress on policy issues (e.g., economic/community development, funding sources). Brief elected officials on policy impact of appropriations.
- Consistently meet 24 to 48-hour deadlines for information on issues from prospective industries/businesses requiring utility and tax information.
- Reduced tax rate by 7.5% in FY 2012.
- Instrumental in establishing Economic Task Force.
- Spearheaded project management efforts for design of 1,046-acre office/industrial park.
- Successful in negotiations with landowner and Wal-Mart for construction of the Fairview Super Center.

City Manager
CITY OF ETOWAH
701 Tennessee Avenue
Etowah, Tennessee 37331
Supervisor: Board of Commissioners (423.263.2202)

OCT 2007 to DEC 2009
50 hours/week

Chief Administrative Officer in charge of managing a full-service municipality. Prepare budget and 5-year strategic plan, develop programs for grant applications, and provide policy recommendations to the City Commission. Gather data from various sources to be included in position papers in response to the Commissioner's request for information on sensitive issues. Interact and build partnerships with local/federal elected officials and maintain involvement in government, outside group, and private industry discussions on controversial issues.

Member of Executive Committee of McMinn County Economic Development Authority, Director of the Emergency Operations Center, and Project Manager for 2 renovation projects – Streetscape and Community Center. Oversee Finance, HR, Building Inspection, Zoning, Code Enforcement, Fire, Police, Parks & Recreation, Purchasing, and Library. Departments. Educate, develop, train, and mentor staff. Develop and implement programs based on new or revised laws/regulations.

Accomplishments

- Prepared standard operating procedures manuals for each position in the city with all necessary components (e.g., City Mission, Department Mission, Position Purpose, Employee Evaluations/Training, Organizational Charts, etc.); actively involved in analyzing and revising SOPs and operational policies as necessary.
- Prepared first balanced budget (FY10) in eleven years, since FY00.
- Generated total cost savings of over \$90K by creating temporary concrete finisher and carpenter positions.
- Delivered cost savings of over \$5K annually by leasing a vehicle for City travel – reducing the number of claims for mileage reimbursement and \$400 car allowance for City Manager.
- Received grant for a Wellness Center and obtained a \$75K, 3-year grant for hiring a Recreation Director – representing a cost savings of \$50K over 2 years for the City.
- Reduced overtime 67.17% in 1 fiscal year.
- Created an effective communication tool by preparing a monthly publication to the Commissioners regarding organizational progress and upcoming projects and concerns.
- Empowered staff to implement changes within the organization by including them in executive decisions.
- Strengthened employee performance and morale; emphasized the importance of immediate and constant feedback to employees and investigated employees' complaints/concerns with the highest attention to detail.
- Met with and prepared communications to U.S. Senators and Congress on policy issues (e.g., economic/community development, funding sources). Briefed elected officials on policy impact of appropriation.
- Briefed Commissioner on a pending sale of a county-owned hospital to private investors; sale of the hospital was successful and is proving to be a beneficial deal for the community.
- Consistently met 24 to 48-hour deadlines for information on issues from prospective industries/businesses requiring utility and tax information.

Community Development Manager
CITY OF DEERFIELD BEACH – PLANNING AND GROWTH MANAGEMENT DEPT.
150 SE Second Avenue
Deerfield Beach, Florida 33441
Supervisor: Jerry Ferguson, Director (954.480.4211)

MAR 2004 to OCT 2007
45 hours/week

Managed a diverse range of initiatives for this beachfront community, including fiscal analysis, program budgeting, and economic development functions. Provided fiscal oversight for grant funded programs and produced information on grant opportunities and programs to management, other organizations, and City Commission. Provided Commissioners with information on HUD and State Housing Initiative Partnership programs to answer constituent concerns. Represented the City Manager and Director of Planning on boards, commissions, and committees. Team leader in preparing short/long-term goals, and key member of the management staff and liaison for citizen advisory boards; brainstormed with management team on issues affecting the community. Supervised and evaluated the performance of a 4-person staff. Member of Emergency Operations Center team and member of the Hurricane Emergency Preparedness team. Interfaced with federal, state, and local officials.

Accomplishments

- Delivered savings of over \$20K in consulting fees for the City by taking the initiative to author its 5-year (2005-2009) Consolidated Action Plan.
- Initiated, obtained, managed and administered federal, state, and county grants for programs/projects, including Community Development Block Grant (CDBG), State Housing Initiative Partnership (SHIP), and First Time Homebuyer/Home Rehab programs.
- Grew the number of first-time homebuyer recipients over 400% in 1 year.
- Increased minor home repair recipients over 600% in 1 year.
- Increased productivity and reduced time spent on a waiting list from 2 years to 12 weeks by restructuring the division and assigning specific duties.
- Allowed a free flow of space, created atmosphere of cooperation and teamwork, and reduced application/waiting period by 40% through spearheading a reorganization of the office.
- Acted as a liaison between City Manager's office and community members affected by proposed programs.

Sales Consultant

GOBER ENTERPRISES

7501 Philips Highway
Jacksonville, Florida 32256

Supervisor: Rob Walker, Owner (904.296.1356)

JUL 2002 to MAR 2004

45 hours/week

Provide consultation and sales presentations to homeowner's and businesses throughout Northeast Florida. Prepare production orders and follow up with production progress. Interact with manufacturing personnel on production of shutters and blinds. Prepare quarterly sales projections.

Senior Administrative Assistant, Human Resources CITY OF JACKSONVILLE – PARKS AND RECREATION DEPT.

117 West Duval Street
Jacksonville, Florida 32202

Supervisor: Debra Igou, Director (904.630.1287)

APR 2000 to JUN 2002

45 hours/week

Drove HR initiatives that had a tremendous impact on improving organizational performance. Handled primary HR functions, including personnel, payroll, permitting, purchasing, employee relations, training, EO/EA, ethics, permitting, budget/cost control, employee evaluations, Adopt-A-Park Program, and citizen communications. Implemented, analyzed, and evaluated program effectiveness on an ongoing basis.

Incorporated laws related to Ethics, EEO, ADA, and Sexual Harassment into the organization through staff education and training. Performed contract administrative functions, including the monitoring of bids to ensure adherence to contract requirements. Participated in various committees (e.g., Training, EEO, Employee Satisfaction, Ethics); Sterling Quality Award team member for the City of Jacksonville.

Accomplishments

- Played a key role in improving the City into a quality organization. Worked on the Sterling Quality Human Resources Team while the city competed for the Sterling Quality Award; advised senior staff on necessary changes.
- Saved the city over \$5K annually by implementing a paperless format system for tracking evaluations, discipline, leave time, and training for all employees' department-wide.
- Formulated ethics policy for the entire city (including elected officials) affecting over 8500 employees.
- Prepared new employees for success by creating an evaluation document that was adopted by the Sterling Quality team to be used as a communication tool during new employees' 6-month probation period.
- Secured funding for City projects by interfacing and forming partnerships with local/federal government officials.
- Enabled management to execute informed hiring decisions by compiling and presenting thorough information on potential candidates.

Administrator
SOUTH AIKEN CHRISTIAN SCHOOL
980 Dougherty Road
Aiken, South Carolina 29803
Supervisor: School Board (803.648.7871)

JUN 1994 to DEC 1996
45 hours/week

ADDITIONAL EXPERIENCE

CITY OF CLEVELAND, TN/UNIVERSITY OF TENNESSEE AT CHATTANOOGA, TN (AUG 1998 to MAR 2000)

- Graduate Assistant (AUG 1998 to DEC 1999) University of Tennessee at Chattanooga
- County Planning (JUL 1999 to DEC 1999) Bradley County, Tennessee
- City Manager's Office (JAN 2000 to MAR 2000) City of Cleveland, Tennessee
- Conducted research for tenured professors, assisted in annual budget and capital improvement projects; prepared 2020 growth plan.

PRIVATE INDUSTRY (1979– 1994)

CARLISLE GEAUGA COMPANY (Injection and Blow Molding) Trenton, SC
PILLOWTEX (Textiles) Dallas, TX
INTERFACE, INC (Textiles) LaGrange, GA
MILLIKEN & COMPANY (Textiles) LaGrange, GA
WEST BUILDING MATERIALS, (Building Materials) Cleveland, TN
SCHERING PLOUGH, INC, (Pharmaceuticals) Cleveland, TN

EDUCATION

UNIVERSITY OF TENNESSEE AT CHATTANOOGA, TENNESSEE
Master of Public Administration
Bachelor of Science, Political Science: Public Administration

CLEVELAND STATE COMMUNITY COLLEGE, CLEVELAND, TENNESSEE
Associate of Applied Science, Business Management

MEMBERSHIPS

- International City Manager Association (Member since 1998)
- Tennessee City Manager Association (Member 2007 – 2015)
- Florida City/County Manager Association (Member since July 2015)
- Beaches Chamber of Commerce Board of Directors (Member July 2015 - June 2019)

ADDITIONAL CERTIFICATIONS

ICMA Credentialed City Manager January 2019
National Incident Management System (NIMS) Certified

January 24, 2023

Seth Lawless
180 Coopers Pond Road
Monticello, FL 32344

To Whom it May Concern,

Please accept this letter and resume as an application for the Fort Myers Beach Town Manager position. I currently serve as Monticello, FL City Manager, the Jefferson County seat. From 2016 to 2020, I worked as Islamorada, FL Village Manager where I led the Hurricane Irma recovery. City amenities in Islamorada included a world class swimming facility, a marina, small beach, 70 acre waterfront park and several natural areas/preserves. Three canal restoration projects and a stormwater collection system in the Villages' largest subdivisions were other efforts that highlighted my time there.

I have extensive experience in budgeting, capital planning, strategic planning and understand the importance of regional cooperation. I prioritize opportunities to meet with the public, in groups or individually to provide the best possible service. An organizations greatest assets are its employees and I have initiated and supported programs that promote professional growth and a friendly, professional work environment.

I believe I have the qualifications to help Fort Myers Beach to fulfil its goals and prepare for the future. Thank you in advance for your consideration.

Sincerely,

Seth Lawless

Seth Lawless
180 Coopers Pond Road
Monticello, FL 32344
(919) 524-0020

Work History

City Manager – Monticello, FL 2021-Present – Researched and procured SCADA system for City's 27 lift stations, 4 wells and ww treatment plant. Led process to privatize sanitation collection service.

Village Manager – Islamorada, FL 2016-2020 – Led Hurricane Irma recovery that included an evacuation, damage assessment, re-entry and 200 tons of debris removal. Implemented canal restoration projects, Conducted stormwater improvements, Terminated contract with 3rd party wastewater treatment contractor and created Village Department that saved about \$75,000 annually.

Town Manager – Knightdale, NC 2010-2016 – Led efforts to construct 73-acre Knightdale Station Park and Mingo Creek Greenway. Knightdale Station has become an activity center, including a restaurant and brew pub with pedestrian access to the traditional downtown. The adjacent neighborhood, the Town's oldest, immediately saw revitalization that continues today. Renegotiated water and sewer capacity agreement with City of Raleigh, NC.

Assistant Town Manager – Knightdale, NC 2006-2010 – Managed Public Safety Department and Town Communications.

Town Manager – Nags Head, NC 2005-2006 – Participated in selection of engineering services for \$30 million dollar beach renourishment project. Attended National Hurricane Conference.

Town Manager – Beech Mountain, NC 1994-2005 – Initiated large scale infiltration and inflow project that significantly improved performance at the Town's two wastewater treatment plants, Planned and constructed the 24,000 sq. ft. Buckeye Lake Recreation Center.

Town Administrator – Franklinton, NC 1989-1994 – Initiated water line replacement program, Improved Town's Financial Reporting and borrowing ability, Obtained grant to construct Franklin County Branch Library.

Education

MPA – Appalachian State University 2000
BS – Appalachian State University 1990

Professional Association

ICMA - Member 1991-2020. Credentialed Manager 2003-2020
NCCCMA – Member 1989-2016

Boards and Commissions

City of Raleigh Utility Advisory Board 2010 - 2016. Represented the Town of Knightdale on the Advisory Board for merged utility system of 7 municipalities.

Knightdale Business Alliance 2008-2012. Chair 2009 and 2010. Created Student Leadership Award.

Wake County Community Advisory Committee 2007-2009.

Avery County Little League and Basketball Association 2008-2014.

Other

Rotary Club of the Florida Keys

Knightdale Kiwanis Club

Knightdale Soccer Association

Avery County Rotary

High Country City/County Manager of the Year 2004.

To: Mayor Allers, Vice Mayor Atterholt, and Members of Council

From: Jeff Shoobridge

Thank you for taking the time to consider my qualifications to fill the position as your Town Manager. I am excited at the opportunity to help lead the Town of Fort Myers Beach into the next chapter of its history. I am familiar with the area, having grown up in Charlotte and Lee Counties. I attended High School at Cape Coral High and remember vividly making the short trek over the bridge from Cape Coral to visit Fort Myers Beach on weekends. Until accepting my current position as Town Administrator of Redington Shores, FL. I was the City Administrator for Madison Lake, MN. and previous to that, a Council Member for the City of Groveland, FL. I am a Navy veteran with an executive background in both the public and private sectors, with several years of executive experience in the retail furniture and real estate industries and additional operations management experience in the restaurant industry. My tenure on the Groveland, FL City Council, my current position as Town Administrator of Redington Shores, and previous tenure as City Administrator for Madison Lake, MN has provided me with a solid background to be a valuable addition to your team. My varied background and training provides me with the ability to competently discuss multiple disciplines with practitioners and stakeholders to work with the many stakeholders in rebuilding Fort Myers Beach.

My greatest strength lies in an open-door, adaptive leadership style that focuses on pragmatism, collaboration, and consensus building with the recognition that it is appropriate for a more directive approach in time critical situations. I believe that any policy or project must have stakeholder buy-in to be successful and that buy-in is often contingent on people knowing that even if the outcome is not what they had hoped or lobbied for, that their voice was heard and considered. I pride myself on being approachable, fair, and ethical while supporting a growth mindset of always being better today than yesterday by being an agent of change without creating change only for the sake of change- there must be a purpose and benefit created by instituting change.

No leader can be honest without acknowledging their weaknesses, I recognize that I have the tendency to give individuals "the benefit of the doubt" and this can become a weakness. To address this, time has taught me to "trust but verify" while maintaining positive and respectful professional relationships that continue to encourage diverse perspectives by addressing items in a timely fashion professionally and constructively.

My time in Redington Shores has brought several accomplishments, including changes to operations in the Building Department resulting in average application times falling from over 30 days to under 2 weeks, creating departments within the Town structure including the creation of a Maintenance Supervisor position to streamline parks and maintenance operations, and I have assisted in the training of the Town Deputy Clerk for the position of Town Clerk after the departure of a 38 year veteran clerk. Currently we are working with FEMA on our storm damage PA and completing our 5 year cycle visit for CRS.

Regarding accomplishments during my tenure in Madison Lake, I negotiated and drafted terms for a 5-year service agreement for Fire Services to outlying townships which reduced the City share of Fire Department costs from $\approx 40\%$ of the Fire budget to $\approx 31\%$, gained a \$66,000 concession for City projects included in a MNDOT state highway project, and renegotiated a sewer treatment

agreement with the neighboring major city resulting in cost savings of over \$18,000 per year. I have worked with staff to improve processes that resulted in better operational efficiencies and cost savings while improving service levels, specifically in working with accounting staff to streamline operations while implementing a new accounting software system. With the updated software, we uncovered errors in coding and accounting that, when corrected, resulted in a \$28,000 refund to the city in overpaid sales taxes (with interest) and clearer pictures of department costs. These process improvements have been part of my work on a 3-year plan to shift the City from a history of deficit spending to sound financial planning to also include a comprehensive Capital Improvement Plan which has resulted in the City S&P credit rating being increased from an "A" (capped) to an A+ (uncapped). Currently the city is on a path to achieve fiscal neutrality in the next year while simultaneously embarking on a multi-year road and infrastructure improvement plan. This is all being accomplished with the city remaining the second lowest tax rate in the county. During my time with Madison Lake, I was responsible for implementing a full benefits package for staff where none had previously existed (barring basic AFLAC benefits) and a rewriting of the personnel policy manual. The single item of which I am most proud from this position is the mentoring of the City Clerk, who I was proud to recommend to fill my position as City Administrator on my departure.

While serving on the City Council of Groveland, FL., I worked with my fellow Council Members and City Leadership team to improve the quality of life for residents, including the renovation of a central city park and authorizing the construction of a new 33,000 sq ft Public Safety Complex. Additionally, as part of a forward-thinking Council, we voted to approve the purchase of a defunct golf course including its vacated well with an attached and valid consumptive use permit to accommodate a shortage in the city consumptive use permit from the water district (a creative solution from City Manager Hein, saving the city approx. \$3M), and having been a part in attracting the \$150 million robotic distribution center for Kroger/Ocado to the city of Groveland which is expected to produce nearly 500 high paying jobs.

Again, Thank You for your consideration, you may find my resume attached with a summary of my written evaluation from May 2020 administered by the City Attorney. At my annual review in November of 2020 City Council voted unanimously to double the previously agreed on salary increase for "exceptional performance" (no written evaluation was performed at that time). I have also included a copy of my most recent evaluation (provided copy from the Mayor Pro-Tem) which is exemplar of the 5 evaluations from Council along with a memo to Council from the City Attorney on the subject. Upon review you will note a gap in employment from 2011 to 2015, during this period I was in school and working part-time as a trainer at Walt Disney World (also noted in additional experience section of resume).

I look forward to the opportunity to continue in the process.

Jeff Shoobridge

Jeff Shoobridge
321-418-2916
JeffShoobridge1@gmail.com

EDUCATION:

University of Central Florida- Master of Public Administration

University of Central Florida -BA Political Science/International Relations

Additional coursework in Accounting, Human Resources Management, Organizational Management, Planning/Zoning, Land Use, and Coaching

Florida State Fire College- Building construction, Plans review, and Fire prevention practices

Urban Land Institute- Planning workshop for public officials- 2018

US Navy Machinists Mate Class 'A' school

CERTIFICATIONS, MEMBERSHIPS, and PROFESSIONAL AFFILIATIONS:

Member ICMA-Certification in Local Government

Past Board Member- Minnesota Association of Small Cities -re-appointed for continuing term

Facilities Committee-Mankato Independent School District 2019-2022

Groveland, Fl- representative to the East Central Florida Regional Planning Council (past)

State of Florida 5 Year Professional Educator Certificate EXP 06/2023-Social Sciences 6-12

Member Florida City County Management Association

EXPERIENCE:

APR 2022-Pres Town Administrator, Redington Shores, FL.

- Implementation of Processes and Procedures in all Departments, Including HR, Finance, and Administration as the Town transitions from a Commission to a Council-Manager form of government
- Reorganized building department to improve efficiency- permit approval times which improved from 45+ days to an average of 10-11 days
- Reorganized municipal structure into departments and work groups to improve efficiencies

NOV 2019-APR 2022 City Administrator, Madison Lake, Minnesota

- City operations, focus on budgeting, development, and infrastructure improvement
- Duties include serving as the City Zoning Administrator and Finance Director
- Member of the Mankato area Public Schools Facilities Committee
- Worked with the City Engineer to develop a long-term infrastructure improvement plan
- Implemented a 3-year plan to eliminate ongoing deficit spending

NOV 2018-NOV 2019 **City Council Member- City of Groveland, Florida**

- Constituent outreach/problem solving
- Consensus building for intra-local agreements
- Collaboratively plan, adopt, and oversee annual municipal operating budget of \$21M
- Member- East Central Florida Regional Planning Council
- Lake County Schools Concurrence Committee
- Member, Florida League of Cities
- Alternate Member South Lake Regional Water Cooperative

SEP 2015-NOV 2019

Lake County Schools/Leesburg High School

Social Studies Teacher-AP US History/US Government/Economics

- Collaboratively develop lesson plans and curricula with Department Chair
- Using effective communication skills during interactions with students, guardians, and other stakeholders from a variety of socio-economic backgrounds to achieve goals.
- Ensure that student educational records are maintained in accordance with state statute and school board policy.
- Assistant Football Coach/ Videography and Analysis

NOV 2009-MAR 2011

David Samuels Realty- Mascotte, FL.

Owner/Broker

- Maintained all company records in accordance with state statute including reconciliation of company budget and state escrow accounts
- Reviewed and ensured that all contracts were completed appropriately
- Contract negotiations
- Prepared agenda for periodic sales and staff meetings and recruited and organized guest speakers.

JUL 2007-NOV 2009

Weichert Realtors/Hallmark Properties-Orlando, FL.

Sales/Listing agent

- Negotiated sales agreement to be the exclusive representative for an upscale builder and contract extension upon expiration.
- Contract negotiation/review
- Honored as Listing Agent of the Month 5 times.

Previous Experience includes:

Owner/President- Evelyn's Furniture

Full P&L responsibility including analysis of annual budget and earnings reports, scheduling, and organizing weekly staff/sales meetings, working with over 35 factory vendors' representatives for merchandise purchasing, inbound and outbound logistics, contracts, sales, advertising, and operations.

12 Years Restaurant management experience- Applebee's, Universal Orlando Resorts, McDonalds

Responsibilities included operations, budgeting (labor, capital, and operating), scheduling, conflict resolution, and succession planning.

11 Years as a Trainer at Walt Disney World Resorts

Military:

US Navy- 1986-1990 Honorable discharge

REFERENCES:

Jason Moran, LeSueur County Asst Prosecutor, MN	507.330.4955
Sean Parks, Lake County Commission Chair	352.988.7099
Kent Hoehn, Mayor Madison Lake, MN	507.380.7870
Mike Hein, City Manager-Groveland, FL	352.345.3035
John Terlew, Former Finance Director-City of Groveland, FL	850.766.1072

City Administrator Evaluation-May 2020

City of Madison Lake-Jeffrey Shoobridge

Performance Evaluation Forms were presented to individual members of the City Council, along with the City Attorney. Each supplied the City Attorney with completed Performance Evaluation Forms. A total of 6 were presented for Summary. Several council members did leave blank some metrics and some evaluation areas identifying that not enough time had passed to make a clear, solid evaluation, or an inexperience in dealing with the subject on particular metrics; this is not abnormal and is expected with this type of evaluation. Blanks were not utilized in the tabulation of metric scores.

In the Individual Characteristics Area Jeff scored a cumulative average of 4+ out of 5; above average. He demonstrated above average competence in that metric.

In the Professional Skills and Status Area Jeff scored a cumulative average of 4 out of 5; above average. He demonstrated above average competence in that metric.

In the Relations with Elected Members Area Jeff scored a cumulative average of 4+ out of 5; above average. He demonstrated above average competence in that metric.

In the Policy Execution Area Jeff scored a cumulative average of 4+ out of 5; above average. He demonstrated above average competence in that metric.

In the Reporting Area Jeff scored a cumulative average of 4+ out of 5; above average. He demonstrated above average competence in that metric.

In the Citizen Relation Area Jeff scored a cumulative average of 4+ out of 5; above average. He demonstrated above average competence in that metric.

In the Staffing Area Jeff scored a cumulative average of 4+ out of 5; above average. He demonstrated above average competence in that metric.

In the Staffing Area Jeff+ scored a cumulative average of 4 out of 5; above average. He demonstrated above average competence in that metric.

ANY ALTERATIONS IN SHADED
AREAS RENDER FORM VOID

[illegible]

DD Form 214, NOV 88 *W/N 0102-LF-006-5500 Previous editions are obsolete.*

MEMBER 1

In the Fiscal Management Area Jeff scored a cumulative average of 4+ out of 5; above average. He demonstrated above average competence in that metric.

In the Community Area Jeff scored a cumulative average of 4+ out of 5; above average. He demonstrated above average competence in that metric.

In sum, based upon the scoring methodology Jeff scored a 4+; above average.

The individual comments regarding strengths, the following were noted:

Knowledge to search and find answers to situations that arise.

Knowledge of government

Is a rule follower

Positive attitude

Good fit for the City

Excellent communication skills

Detail oriented

Good disposition

Allows the Council to make decisions as opposed to giving a personal opinion

Does not debate the council to sway a vote

Administers the council's directives well

Directs the council when they sway off topic

Excellent technical skills for budget analysis

Showed good initiative in contacting elected officials to receive grant money

Good leadership skills during the pandemic noted

Written evaluation Nov 2021 from Mayor Pro-Tem Burt

SECTION 1: ASSISTING COUNCIL WITH ITS POLICY-MAKING ROLE

		Needs Improvement	Meets Expectations	Exceeds Expectations
A. Providing Information				
The City Administrator provides information which is:				
	Detailed and reliable			x
	Explained in a thorough manner and includes alternatives or recommendations			x
	Timely			x
	Helpful in preventing trivial administrative matters from being reviewed by the Council			x
	Helpful and adequate to assist City Council in making sound decisions			x
The City Administrator:				
	Provides members of City Council with the opportunity to set long-term organizational goals and to establish the future direction of City policy			x
	Keeps City Council informed, in a timely manner, of the things Council wants to know			x
	Keeps City Council well informed with concise written and oral communications			x
	Provides City Council members with information on an equal basis			x
	Informs the City Council of administrative developments			x
	Follows up in a timely manner on City Council requests for information or action			x
B. Providing Advice				
The Cit Administrator:				
	Has adequate knowledge of municipal affairs, including the Cit 's laws and ordinances			x
	Considers alternatives before making recommendations			x
	Plans ahead, anticipates needs and recognizes potential problems			x
	Has a good sense of timing in bringing issues to the Council for action			x

Comments: Jeff has done a great job of realigning the agenda format to include items that in the past would have been subject to unnecessary detailed scrutiny by some, using time unproductively. His leadership has streamlined our meetings to necessary business topics, allowing time for sufficient discussion and good decisions.

SECTION 11: INTERNAL ADMINISTRATION

	Needs improvement	Meets Expectations	Exceeds Expectations
A. Implementation of Council Policies			
The City Administrator is effective in the following areas:			
Carrying out Council directives			x
Assigning work so that it is performed efficiently and effectively			x
Paying sufficient attention to detail to avoid error or things "slipping through the cracks"			x
Analyzing problems or issues and identify causes, reasons, and implications			x
Accurately interpreting the direction given by Council			x
Carrying out the directives of Council as a whole rather than those of any one Council member, but recognizes the concerns of the minority			x
Supporting the actions of the City Council after a decision is made			x
Assuming responsibility for staff performance			x
Providing members of City Council with periodic status reports on projects or tasks which may overlap months or years in implementation			x
Ensuring that the management staff maintains normal service delivery operations as well as the flexibility to manage emergency situations			x
B. Financial Management			
Are you satisfied with the City Administrator's:			
Approach to budget preparation and review			x

	Use of standard financial management procedures to meet Council's policy guidelines			x
	Implementation of Council 's policy regarding the expenditure of budgeted amounts			x
	Cost control through economical use of labor, materials and equipment			x
	Information on the financial status of City government			x
	Use of available funds and his ability to operate the City efficiently and effectively			x

	Knowledge of financial matters			x
	Information pertaining to long or short-term financing for capital projects ore equipment purchases			x
	Information on opportunities for federal and state grant funding			x
		Needs Improvement	Meets Expectations	Exceeds Expectations
C. Personnel Management				
The City Administrator is:				
	Successful in guiding people as a team toward common 0bjectives			x
	Effective in selecting qualified and highly competent staff members			x
	Effective in maintaining professional relationships with Department Directors			x
	Effective in assuring that staff members make a positive impression on citizens			x
The City Administrator:				
	Ensures that the City's personnel policies and practices are administered by City Department Directors and management staffing an equitable manner			x
	Develops and motivates employees so that they are increasingly effective			x
	Addresses disciplinary problems and takes action when warranted			x
	Monitors performance of employees and initiates corrective action as needed			x

Comments: Jeff presented Council with a detailed 2022 budget, along with a 3 yr. plan of how to address the City's deferred maintenance needs. While the Plan includes a dreaded tax increase, Jeff is already prepared to defend that Plan with comparative tax rates of other Blue Earth County small cities. Madison Lake also now has a comprehensive capital improvement plan, which is an asset for City management and Council.

Jeff also manages the City's staff in a positive manner, strengthening weaknesses, encouraging positivity and defining expectations. He works with City Department directors to understand their needs, identify financial shortfalls and looks for remedial solutions, such as grants.

SECTION 111: EXTERNAL RELATIONS

		Needs Improvement	Meets Expectations	Exceeds Expectations
A. Citizen Relations				
The City Administrator:				
	Makes a positive impression on citizens and is he respected in the City of Madison Lake			x
	Has appropriate visibility or identity in the community			x
	Assists the Council in resolving problems at the administrative level to avoid unnecessary Council action			x
	Is willing to meet with members of the community and discuss issues of concern			x
	Is skillful with the news media, avoiding political positions and partisanship			x
	Provides information to the public in a timely fashion on matters which will cause public reaction			x
	Represents Council positions and policies accurately and effectively			x
	Thinks and acts in a manner reflecting an attitude that client (Council, staff or citizens) perceptions and satisfactions are important			x
	Responds completely and in a timely manner to citizen complaints			x
B. Intergovernmental Relations				
The City Administrator is:				
	Effective representing the City's interests in dealing with other agencies			x
	Participative in enough intergovernmental activity to have an impact on behalf of the Cit			x
	Cooperative with the county, state and federal governments			x

Comments:

Jeff is participating on a school board committee and other government committees to benefit Madison Lake.

SECTION IV: PERSONAL ACCOMPLISHMENTS

		Needs improvement	Meets Expectations	Exceeds Expectations
A. Communications				
With regard to communications, the City Administrator is:				
	Easy to talk to and a good listener			x
	Thoughtful, clear and to the point			x
	Sensitive to the concerns of others			x
	Candid and forthright in discussing City business matters with members of Cit Council			x
B. Management Style				
The City Administrator				
	Demonstrates interest and enthusiasm in performing his duties			x
	Commands respect and good performance from staff			x
	Shows initiative and creativity in dealing with issues, problems and unusual situations			x
	Is open to new ideas and suggestions for change			x
	Works well under pressure			x
	Consistently puts aside personal views and implements Council policy and direction			x
	Displays the ability to resolve the numerous conflicts inherent in municipal government			x
	Responds well to a changing world and local conditions; is adaptive			x
	Is accessible to City Council members			x
	Conforms to the high standards of the profession; follows the "ICMA Code of Ethics			x
	Exhibits a commitment to continuing education in order to encourage his professional development			x
	Is receptive to constructive criticism and advice			x

		Needs Improvement	Meets Expectations	Exceeds Expectations
C. Job Effectiveness				
The City Administrator:				
	Demonstrates interest and enthusiasm about the Council's Vision for the City			x
	Gives his staff the tools necessary to provide efficient, responsive City services			x
	Coordinates the implementation of City goals and Objectives			x
	Supports policies that will promote appropriate growth for the City			x
	Creates a positive atmosphere for successful economic development in the City			x
	Supports responsible infrastructure expansion and maintenance			x
	Emphasizes the need for employee training and technological improvements			x
Comments: Jeff's teaching background provides him the ability to present items in a clear, organized manner, so issues and suggested remedies are understandable.				

SECTION V: NARRATIVE RESPONSES

ACHIEVEMENTS FROM THIS PAST YEAR:
What were the Administrator's most notable accomplishments during the past year? 2022 City Budget Capital Improvement Plan 3 year budget Plan to bring City in alignment with necessary maintenance

- Which of the Administrator's qualities were most instrumental in fulfilling the role of City Administrator this past year?

Leadership

Organization

Communication

PERFORMANCE OBJECTIVES FOR COMING YEAR:

- What does the Administrator do that you would like him to continue?

He takes his job seriously and seeks the betterment of our community. He is our leader and our go-to person.

- Is there anything that the Administrator does that you would like him to do differently?

I can't think of anything at the moment, but I know that if I ever did have an issue with his methods, that I could address my concerns with him. He is readily available and maintains an open door policy.

In what areas should the Administrator focus his attention in this coming year?

Open issues still to be resolved include camera security, fire dept storage concerns, and litigation against the city. He has some great ideas for Madison Lk park themes, if time permits.

Do you have any other general comments to share with the City Administrator?

Jeff is a great asset to Madison Lake and is doing everything asked of him plus more! !

Patricia Burt

Rater's Signature

11/17/2021

Date

MEMO

TO: Madison Lake City Council

FROM: Jason Moran, City Attorney

RE: Jeff Shoobridge, Contract Review

DATE: October 28, 2021

Dear Council Members:

It is time to once again review City Administrator Jeff Shoobridge's Contract. His Contract was approved on October 7, 2019 with an effective date of November 4, 2019. It calls for a review at the 24 month mark. We have hit the 24 month mark.

Under the terms of the Contract he is to receive an increase in his annual salary amount to the tune of \$5,000 for satisfactory performance. I would submit that his performance is not simply satisfactory, it is exemplary. Jeff consistently strives to improve the City. His work on the Capital Improvement Plan is excellent. He is constantly looking for ways to save the City money and improve the budget outlook. For the first time in a very long time we have a solid and well prepared budget. He holds the employees accountable while encouraging them to do their best. He has excellent communication skills and this is apparent in how he deals with residents. He tackles challenges with ease and is personable. His knowledge of municipal matters is excellent. In sum, his performance is, in my opinion, exceptional. I would recommend the raise and continued employment.

Certainly if individual Council Members wish to discuss this review privately with me I am at your availability. Barring no issues, we should do a review at the next meeting.

JLM

JEFF WILKINS, MPA

January 23, 2023

Mayor Allers and Council Members
Fort Myers Beach, Florida

RE: Town Manager Position

I attached my resume for your consideration to become part of your leadership team. In my accomplished career serving communities, I successfully led city, county, and regional authority forms of government with differing population growth, organizational cultures, and strategic goals. I had the pleasure to serve fifteen years as County Administrator of the fastest growing county in the nation. I also served as Assistant Town Manager of the fastest growing town in Indiana.

My experience and team approach allows me to successfully lead with you to achieve the redevelopment of the community. I have extensive experience strategic planning, economic development, downtown redevelopment, infrastructure planning and construction, planning and zoning, water management, public safety, team building, staff development, intergovernmental collaboration, community engagement, and fiscal planning.

You will find my management style is based on “we” and utilizes communication, facilitation, collaboration, and engagement to build cross functional project teams to accomplish our goals. I believe each team member brings unique valuable skills and experience. I ensure each team member knows their defined role and responsibilities within each project to create accountability as we strive to meet milestones. Each team member should feel engaged for their contribution toward the team goal.

I hope you find my comprehensive background will complement the current leadership team to reach strategic goals and continuous improvement in service of citizens.

I am eager to discuss my experience and team approach to manage the challenges facing the community. I can be contacted at (630) 730-9076 or jwilkins4490@gmail.com.

Thank you for your consideration.

Sincerely,

Jeff Wilkins

JEFF WILKINS, MPA

Pickerington, OH 43147 ♦ (630) 730-9076 ♦ jwilkins4490@gmail.com

PROFESSIONAL SUMMARY

Accomplished executive and public administrator with multidisciplinary track record as a City Manager, County Administrator, and Director of Administration & Treasurer. Strong acumen in economic development, strategic planning, team building, budgeting, capital planning, intergovernmental collaboration, human resources, staff development, and performance management. Reputation for advancing strategic direction, achieving continuous improvement and development in fast-growing and economically challenged communities and organizations.

CORE COMPETENCIES

Strategic Planning & Execution
Intergovernmental Relations
Growth Management & Zoning
Infrastructure & Utilities
Campus Plans & Construction
Public Safety & Courts
Emergency Management

Economic Development
Budget & Finance
Community & Media Relations
Grants – State & Federal
Environmental Sustainability
Transportation & Transit
Affordable Housing

Team Building
Staff Development & HR
Succession Planning
Diversity Equity & Inclusion
Performance Management
Project Management & KPIs
Labor Relations & Negotiations

PROFESSIONAL EXPERIENCE – COUNTY AND CITY

County Administrator Kendall County, Illinois

2002-2017

***Led County during incredible growth and transition from rural to suburban community.
Kendall County had nation's fastest growth rate between Years 2000 and 2010.***

Leadership and Collaboration

- Championed and headed the creation of intergovernmental cooperative initiatives such as the Kendall Economic Development Alliance (KEDA) and Kendall County Mayors and Managers.
- Led successful creation of Kendall Area Transit (KAT - county public transit system).
- Managed task force to successfully pass voter referendum for countywide transportation sales tax.
- Successful negotiations to restructure intergovernmental agreement for countywide 911 dispatch.
- Spearheaded board membership on Chicago Metropolitan Agency for Planning (MPO Board).
- Negotiated county-wide intergovernmental agreement to study declining drinking water resources.
- Secured grants from USGS, IGS and ISWS to study alternatives to Lake Michigan drinking water.

Economic Development

- Collaborated with local community college and workforce investment board to promote workforce development programs to youth and local businesses.
- Recruited firm to bring 1GB fiber optics to homes in Kendall County communities.
- Spearheaded countywide Industrial Market Analysis and secured grant funding through CMAP.
- Secured \$50 million facility expansion by William Wrigley, Jr. Company.
- Attracted Macy's distribution center (1M sq. ft.) and secured local incentive.
- Attracted Electrolux distribution center (1M sq. ft.).
- Developed business retention program to reach each manufacturer in the County.
- Advocated creation of "flexible Enterprise Zone" through regional economic development authority.

Capital Planning and Construction

- Led team to design and construct 128,000 sq. ft. courthouse expansion.
- Managed team to design and construct 32,000 sq. ft. Health Department office building.
- Headed team to design and construct 120 bed jail expansion and public safety administration.

- Completed campus facilities study to determine acreage and office space needs for 25 years.
- Negotiated purchase of land and buildings adjacent to County-owned properties.
- Secured several grants for land, energy savings, vehicles, and transportation.
- Improved opportunities for local contractors with Construction Manager at Risk method.

Budget and Finance

- Developed financial and debt plan to fund 128,000 sq. ft. courthouse expansion.
- Saved millions of dollars by improving County's bond rating during difficult economy.
- Increased transparency for bond sales by implementing competitive bid process.
- Saved millions of dollars for County and employees by negotiating revisions to health insurance program with 10 union bargaining units.

City Manager

1998-2002

City of Buchanan, Michigan

Provided leadership and stability to a city entrenched with controversy and turnover of six city managers between 1996 and 1998.

Key Accomplishments

- Led full-service city out of previous turmoil by building trust with elected officials, staff, public and other governmental agencies.
- Spearheaded creation of Brownfield Redevelopment Authority and two redevelopment plans.
- Secured grants and low interest loans to develop brownfield industrial park.
- Championed effort to create the Southwestern Michigan Economic Growth Alliance.
- Secured tax-free "Renaissance Zone" from the State of Michigan to aid challenged industrial area.
- Developed downtown redevelopment programs for building improvements and small business loans.

Assistant Town Manager

1996-1998

Town of Fishers, Indiana

Managed growth and change during tremendous growth period. Fishers was Indiana's fastest growing community between 1990 and 2000.

Key Accomplishments

- Oversaw creation and execution of three-year \$38.1 million capital improvement plan.
- Coordinated team responsible for planning and construction of \$9 million sewer plant expansion, \$12 million road reconstruction and \$2.4 million fire station building and expansion.
- Secured economic development grant to attract national food distributor.
- Successfully negotiated intergovernmental agreements for Fire/EMS services.

PROFESSIONAL EXPERIENCE – REGIONAL AUTHORITY

Director of Administration and Treasurer

2017-2022

Solid Waste Authority of Central Ohio

Led strategic initiatives for regional authority serving population over 1.3 million. Planned development of business park and campus properties, improved business operation, and cultivated intergovernmental relationships with local, regional, and state leaders.

Economic Development and Capital Planning

- Directed critical path activities to develop "Green Economy Business Park" - conceptual design, rezoning, development, marketing, and prospect management.
- Spearheaded Market and Supply Analysis for Recycled Materials to attract circular economy businesses.
- Led interdepartmental team to create SWACO's first Campus Master Plan.

- Managed Fleet and Operations Building Project – LEED certification design.
- Coordinated with regional planning and economic development agencies.

Leadership & Innovation

- Led successful creation of organization's first Carbon Emissions Management Plan.
- Launched diversity and inclusion actions in our recruitment and vendor selection.
- Initiated Strategic Project Teams and formalized Objectives and Key Results processes.
- Directed creation of SWACO's first Public Policy Agenda.

Budget, Finance & Technology

- Reduced outstanding debt balance by 50%.
- Achieved AAA bond rating.
- Guided change management and selection process for ERP solution.
- Championed comprehensive cybersecurity programs and training.
- Created Enterprise KPIs for financial, business process, customer service and leadership.
- Directed process to develop customer account and payment portal ready to integrate with ERP.
- Increased annual investment earnings by expanding portfolio within statutory limitations.
- Saved hundreds of thousands of dollars by refinancing debt.
- Revised financial forecast model allowing efficient updates.
- Simplified format with increased content of financial reports.
- Created an efficient and comprehensive budget process for operations and capital.
- Developed template for GFOA formatted budget document.

EDUCATION, CERTIFICATIONS & ASSOCIATIONS

Master's Degree in Public Affairs, Indiana University

Bachelor of Arts in Economics, DePauw University

Albert Ludwig University, Freiburg, Germany (program focused on international economics and politics of EU)

Executive Leadership Graduate – Leadership Columbus

Government Fiscal Officer - Ohio Treasurer of State certification

National Incident Management System and Incident Command System – FEMA certifications

International City/County Managers Association

Illinois City/County Managers Association – former board member

Illinois County Administrators Association – former vice president

Ohio Government Finance Officers Association

REFERENCES AVAILABLE UPON REQUEST

1. **Requested Motion:**

Meeting Date: April 3, 2023

Adopt Resolution 23-26 entitled; A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS, FLORIDA, ACCEPTING C.E. GLEESON CONSTRUCTORS INC. AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER TO ITB-23-10-AD "EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATIONS; " APPROVING AN AGREEMENT BETWEEN THE TOWN AND C.E. GLEESON CONSTRUCTORS, INC. FOR TEMPORARY RELOCATION WORK; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT, AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Due to Hurricane Ian, the Town is looking for a temporary building to relocate Town staff.

What the action accomplishes:

Approves and authorizes the Town Manager to execute a contract for emergency temporary relocation work.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

ITB- 23-10-AD was posted on January 30, 2023 and the bid were due on March 1, 2023. During the bid opening there were 4 responses. However, only 3 submittals were compliant with the ITB requirements. The respondents were C.E. Gleeson Constructors Inc., FMB Builders, and Persons Services Corp. During the bid opening, C.E. Gleeson's total base bid came in at the lowest.

The Town staff is recommending the Town enter into an agreement with C.E. Gleeson Constructors Inc. as the lowest responsible and responsive bid to ITB-23-10-AD Emergency Preparations for Temporary Relocation in the amount not to exceed \$947,000.00 and to authorize the Town Manager execute a construction agreement with C.E. Gleeson Constructors Inc.

Attachments:

1. Resolution 23-26, Temporary Relocations
2. ITB-23-10-AD Bid Documents
3. Bid Opening Tabulation - ITB-10-AD
4. CE Gleeson Constructors, Inc
5. FMB Builders
6. Person's Services Corp

Financial Impact:

\$947,000.00

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 , Interim Town Manager

Created/Initiated - 3/13/2023
Approved - 3/15/2023
Approved - 3/27/2023
Final Approval - 3/27/2023

RESOLUTION NUMBER 23-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS, FLORIDA, ACCEPTING C.E. GLEESON CONSTRUCTORS INC. AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER TO ITB-23-10-AD "EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATIONS; " APPROVING AN AGREEMENT BETWEEN THE TOWN AND C.E. GLEESON CONSTRUCTORS, INC. FOR TEMPORARY RELOCATION WORK; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT, AND EXPEND BUDGETED FUNDS 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, pursuant to a competitive procurement process in compliance with state law and Town Code – ITB-23-10-AD "Emergency Preparations for Temporary Relocations" The Town and the responsive firm will enter into a construction contract agreement for Road Signs ("Agreement"), a copy of which is attached as Exhibit "A"; and

This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was _____ by the Town Council upon a motion by _____ and seconded by _____ and upon being put to a 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 _____, 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 _____ 2023.

THE TOWN OF FORT MYERS BEACH



INVITATION TO BID

**Emergency Preparations for Temporary Relocation
2731 Oak Street
Fort Myers Beach, FL 33931**

ITB-23-10-AD

Issued: January 30, 2023

Proposals Due: March 1, 2023

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-23-10-AD

The TOWN OF FORT MYERS BEACH, Florida will receive **SEALED BIDS** for **Emergency Preparations for Temporary Relocations, ITB-23-10-AD** on or before **Wednesday, March 1, 2023 @ 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 Monday, February 13, 2023, at 10:00 A.M. Local Time, at 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, March 1, 2023 @ 11:00 AM Local Time.
Bid Opening	Wednesday, March 1, 2023, @ 11:15 AM Local Time.
Recommendation of Award	March, 2023
Town Council Approval	March 2023

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, March 1, 2023 @ 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-23-10-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 Monday, February 13, 2023 at 10:00 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 through DemandStar, 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 THROUGH DemandStar.com prior March 1, 2023, 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 THROUGH DEMANDSTAR.COM.
ITB-23-5-AD; March 1, 2023, 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; March 1, 2023, 11:00 A.M. LOCAL TIME

PART D
FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR

EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATIONS
ITB-23-10-AD

Bids are to be submitted by

Wednesday, March 1, 2023 @ 11:00 A.M. LOCAL TIME

Bids to be uploaded through DemandStar.com

**EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION; ITB-23-10-AD; March 1,
2023, 11:00 A.M. LOCAL TIME”**

BID OPENING:

LOCATION: 2545 Estero Blvd., Fort Myers Beach, FL 33931

Wednesday, March 1, 2023, @ 11:15 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

March 1, 2023

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-23-10-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-23-10-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 - 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
 - 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-23-10-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-23-10-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)

(Corporate Seal)

(Correct Name of Business)

BY: _____
(Title)

Date: _____

TOWN OF FORT MYERS BEACH COUNCIL
FORT MYERS BEACH, FLORIDA

ATTEST:

BY: _____
Town Clerk

Date: _____

BY: _____
Town Manager

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 will 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:

By: _____
Consultant (if applicable) Date

By: _____
Department Director Date

Contracts Management

APPROVED: _____

Town Attorney Date

ACCEPTED

By: _____
Contractor

Date Accepted: _____

(CORPORATE SEAL)

TOWN APPROVAL:

By: _____
Finance Director (Under \$25,000)

Date Approved: _____

By: _____
Town Manager (Under \$25,000)

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

Signed: _____
Department/Division Director

Date: _____

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 (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 FED 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																					
DOC	M/WBE VETERAN	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>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																				
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 # (IFB/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

TOWN OF FORT MYERS BEACH
EMERGENCY PREPARATIONS FOR TEMP RELOCATION
TOWN BID TABULATION

ITB-23-10-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. (2)	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	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)
CE GLEESON	947,000	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
FMB BUILDERS	948,500	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amersco															
Persons SVCS CORP	1,186,332.36	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Staff Present:

SUSAN GEORGE
Yad 21a Roa

PART D
FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR

EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATIONS
ITB-23-10-AD

Bids are to be submitted by

Wednesday, March 1, 2023 @ 11:00 A.M. LOCAL TIME

Bids to be uploaded through DemandStar.com

**EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION; ITB-23-10-AD; March 1,
2023, 11:00 A.M. LOCAL TIME"**

BID OPENING:

LOCATION: 2545 Estero Blvd., Fort Myers Beach, FL 33931

Wednesday, March 1, 2023, @ 11:15 A.M. LOCAL TIME

TOWN COUNCIL FORT MYERS BEACH
LEE COUNTY, FLORIDA

BIDDER: C.E. Gleeson Constructors, Inc.
(Individual or Firm Name)

PART D
FMB:003 - OFFICIAL BID FORM
(2 of 5 Pages)

Wednesday

March 1, 2023

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-23-10-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	1	EA	\$47,399.73	\$47,399.73
2	Sprinkler system certified to code and returned to pre-hurricane status	43	EA	\$36.18	\$1,555.74
3	Remove and replace All drop ceiling	N/A			
4	Remove and replace All drop ceiling tiles	1,518.11	SF	\$2.63	\$3,992.63
5	Remove and replace All drop ceiling grid	1,518.11	SF	\$2.44	\$3,704.19
6	Remove and replace kitchen cabinets to same quality as pre-hurricane status	16	LF	\$181.90	\$2,910.40
7	Remove and replace maintenance cabinets to same quality as pre-hurricane status	10 Low/16 Up	LF	\$267.59/ \$181.90	\$5,586.30
8	Remove and replace storage area cabinets to same quality as pre-hurricane status	16 Low/16 Up	LF	\$267.59/ \$181.90	\$7,191.84
9	Remove and replace all electrical to height of 8' from ground level to return to pre-hurricane status	1	EA	\$90,180.61	\$90,180.61
10	Remove and replace all wood and framing returning it to original on weight room around windows and doors	200	SF	\$5.14	\$1,028.00
11	Remove and replace all interior/exterior doors to pre-hurricane status	21 Int/15 Ext	EA	\$619.11/ \$851.76	\$25,777.71
12	Repair all soffits while adding 6" insulation above all	500	SF	\$17.33	\$10,809.84
13	Replace fascia and soffits on lower portions of south and southeast corners of the structure	1500	SF	\$19.98	\$38,325.60
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)	Panel 4/ Contacts 11	EA	\$892.82/ \$132.70	\$5,030.98
15	Paint all interior walls 90" in height from floor	20,253.78	SF	\$1.88	\$38,077.11
16	Prep/paint all I-beam steel structural members around exterior to a height of 4' above ground level	168	SF	\$2.31	\$469.89
17	Remove all tree and trash within 75' perimeter of building exterior	8	HR	\$102.70	\$821.60
18	Push back any debris piles to allow room for parking and add temporary fencing to separate debris piles from parking area	8	HR	\$102.70	\$821.60
19	Remove and replace all bathroom partitions	2 HC/9 Reg	EA	\$746.93/\$614.23	\$7,021.93
20	Remove and replace lift station controls	1	EA	\$1,884.22	\$1,884.22
21	Repair any damage to metal roofing preventing leaks	1	EA	\$500.00	\$500.00
22	Remove and replace overhead roll up doors with hardware (2) 10'x12'	2	EA	\$9,747.48	\$19,494.96
23	Mold/mildew remediation throughout the entire structure	41,182	SF	\$0.32	\$13,178.07
24	All HVAC systems to be replaced	1	EA	\$122,643.54	\$122,643.54

25	Replace sheetrock ceiling in women's bathroom of main entry	101.82	SF	\$3.30	\$336.00
26	Replace roll up window in kitchen area	1	EA	\$566.38	\$566.38
27	Replace water heaters in building	1	EA	\$1,716.85	\$1,716.85
28	Replace water fountains in building	2	EA	\$1,252.14	\$2,504.28
29	Remove and replace all diamond plate wainscoting in weight room area	510	SF	\$14.48	\$8,861.76

Total Bid Amount (Written): \$947,000.000 Nine Hundred Forty-Seven Thousand and 00/100 Dollars

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. 1 Dated: 02-21-2023 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.

Frank V Tremonti

(Name of License Holder)

CGC1509630

(State
Certificate
No.)

N/A

Business Tax Receipt No. (Specify jurisdiction)

(State
Registration
No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this
1st day of March, 2023.

Charles E. Gleeson II

By: Printed _____

By: Signature _____
TITLE: President/CEO
C.E. Gleeson Constructors, Inc.

Company Name
984 Livernois Rd

Mailing Address
Troy, MI 48083

City, State, and Zip

Charles E. Gleeson II

Contact Person
gleeson@gleesonconstructors.com

E-mail / Contact Person
248-647-5500

Telephone Number
248-647-5530

Fax Number

ATTEST: _____
Secretary

(Seal)



PART D
FMB:001 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
C. E. Gleeson Constructors, Inc., 984 Livernois, Troy, MI 48083 _____ as Principal, and
(BIDDER'S Name)

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 _____ 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 \$ _____ Five Percent of the Amount of Bid (5%)
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 1st day of March, 20 23

WHEREAS, said Principal is herewith submitting a Bid Proposal for the construction of:

Emergency Preparation for Temporary Relocation
ITB-23-10-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


By: Witness Signature

Witness as to Surety


By: Witness Signature

Meagan Reynolds, Surety Administrator

C. E. Gleeson Constructors, Inc.

Principal

Travelers Casualty and Surety Company of America

Surety's Name

Wendy L. Hingson,
By: As-Attorney-in-Fact, Surety

Affix Corporate Seals and attach proper Power of Attorney for Surety.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **WENDY L HINGSON** of **FT MYERS**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

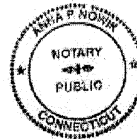
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

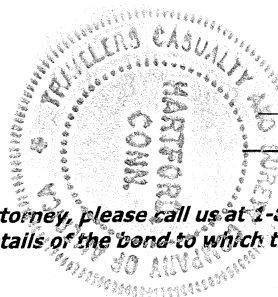
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **March**, 2023



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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: C.E. Gleeson Constructors, Inc.

☒ CORPORATION - Date of Incorporation: 08/01/1996 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?

98 years

2. Under what other or former names has your organization operated?

Not Applicable

3. List below your organizations Officers, Owners or Partners:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION
Charles E. Gleeson II	President/CEO	984 Livernois, Troy, MI 48083	1990
Brad Baker	Vice President	984 Livernois, Troy, MI 48083	2012

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
FL	General Contractor	CGC1509630					

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:
125 permanent employees engaged in estimating, project management, insurance, office support, accounting, field supervision, field engineering
(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:
Emergency services
13. Indicate type of contracting undertaken by your organization and number of years experience:
- As General Contractor 98 Years commercial 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 See attached
 - 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

See Attached

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

We have not contracted with the Town of Fort Myers Beach

Contractor Qualification Questionnaire Part 15: List of Five Prime Contracts

1. Project Title, Location, and Brief Description of Work Performed: Midtown Pointe, 4590 North Campbell Road, Royal Oak, MI 48073, Ground up construction of 19 Buildings, 186 unit residential townhouses.

Contractor or Sub-Contractor: C.E. Gleeson Constructors, Inc.

Contract Amount and Date of Contract: \$30,458,438 7/24/2018

Percent of Project Constructed by Sub-Contractors: 85%

Date Complete: April, 2021

Project Manager or Superintendent : Kevin Wilner

Required Completion Date: April, 2021

Name, Address and Telephone Number of Owner: Midtowne Pointe, LLC 25925 Telegraph Road Suite 202, Southfield, MI 48033

Designing Architect/Engineer and Address: Progressive Associates, Inc. Architects 838 W. Long Lake #250, Bloomfield Hills, MI 48302 (248) 677-3771

2. Project Title, Location, and Brief Description of Work Performed: Regency at Chene, 2295 East Vernor Highway, Detroit, MI, Ground up construction of a skilled nursing facility.

Contractor or Sub-Contractor: C.E. Gleeson Constructors, Inc.

Contract Amount and Date of Contract: \$18,912,047.04 5/9/2017

Percent of Project Constructed by Sub-Contractors: 85%

Date Complete: June, 2020

Project Manager or Superintendent: Kevin Wilner

Required Completion Date: June, 2020

Name, Address and Telephone Number of Owner: Ciena Healthcare Management, Inc. 400 Town Center, Suite 700, Southfield, MI 48075 (313) 533-5002

Designing Architect/Engineer and Address: NSA Architects, Engineers, Planners 23761 Research Drive, Farmington Hills, MI 48335

3. Project Title, Location, and Brief Description of Work Performed: Sterling Heights Community Center, 40250 Dodge Park Road, Sterling Heights, MI 48313, Ground up construction of two story community center.

Contractor or Sub-Contractor: C.E. Gleeson Constructors, Inc.

Contract Amount and Date of Contract: \$22,302,145.16 7/3/2018

Contractor Qualification Questionnaire Part 15: List of Five Prime Contracts

Percent of Project Constructed by Sub-Contractors: 85%

Date Complete: July 2022

Project Manager or Superintendent: John Masters

Required Completion Date: July, 2022

Name, Address and Telephone Number of Owner: City of Sterling Heights 40555 Utica Road

Sterling Heights, MI 48313 586-446-2489

Designing Architect/Engineer and Address: George J. Hartman Architects, P.C. 6905 Telegraph Road Suite 101, Bloomfield Hills, MI 48301

4. Project Title, Location, and Brief Description of Work Performed: Regency at Troy, 2786 W. Maple Road, Troy, MI 48084, Ground up construction of a three story skilled nursing facility.

Contractor or Sub-Contractor :C.E. Gleeson Constructors, Inc.

Contract Amount and Date of Contract: \$20,000,000 2/28/2021

Percent of Project Constructed by Sub-Contractors: 85%

Date Complete: In progress

Project Manager or Superintendent: Kevin Wilner

Required Completion Date: September 2023

Name, Address and Telephone Number of Owner: Ciena Healthcare Management, Inc. 400 Town Center, Suite 700, Southfield, MI 48075 (313) 533-5002

Designing Architect/Engineer and Address: PH7 Architects 448 W. Nationwide Blvd Loft 100, Columbus, OH 43215

5. Project Title, Location, and Brief Description of Work Performed: Arthur Lesow Community Center, 120 Eastchester Street, Monroe, MI 48161, Interior renovation of a community center.

Contractor or Sub-Contractor: C.E. Gleeson Constructors, Inc.

Contract Amount and Date of Contract: \$636,065 8/11/2020

Percent of Project Constructed by Sub-Contractors: 85%

Date Complete: December, 2020

Project Manager or Superintendent: Brad Baker

Required Completion Date: December, 2020

Name, Address and Telephone Number of Owner City of Monroe Michigan 120 East First Street, Monroe, MI 48161 734-243-0700

Contractor Qualification Questionnaire Part 15: List of Five Prime Contracts

Designing Architect/Engineer and Address James S. Jacobs Architects, PLLC 25 Washington Street,
Monroe, MI 48161

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 | Vision Constructors 95 Old Dixie Hwy, Adairsville, GA 30103 |
| | | Patriot Team South, Inc. 581 Technology Park Suite 1009 |
| | | Lake Mary, FL 32746 |
| 17.2 | Structural | Fabcon Precast |
| | | 3400 Jackson Pike, Grove City, OH 43123 |
| 17.3 | Hardware | Wheeler Hardware Company |
| | | 2645 Fairview Ave N, Roseville, MN 55113 |
| | | |

- 17.4 Three (3) other major subcontractors:

Contract Flooring LLC 600 Wharton Drive SW, Atlanta, GA 30336

Power Solutions Group 18377 E 14 Mile Rd, Fraser, MI 48026

Florida Tilt, Inc. 815 North Homestead Blvd. Unit 441, Homestead, FL 33030

18. List below the name of the bonding companies you use for construction project and the name, address and telephone number of your agent:

Travelers Casualty and Surety Company

19. List no less than three (3) and preferably five (5) financial references:

Waterford Bank

Key Bank

Comerica Bank

VTC Insurance Group

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(7 of 7 Pages)

20. What is the largest contract (dollar cost) ever performed by your organization?
\$45,000,000

21. What is the dollar value of the largest project you consider your organization is qualified to undertake?
\$150,000,000

Dated at _____ this 1st day of March 2023

C.E. Gleeson Constructors, Inc.

Name of Organization

BY: Charles E. Gleeson II

President/ CEO

Title of Person Signing

(if Corporation Affix Corporate Seal)

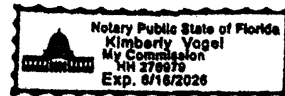
STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 1st day of March,
2023, by means of () physical presence or () online notarization, personally appeared _____
Charles E. Gleeson II as President/ CEO of C.E. Gleeson Constructors, Inc.;
() who personally known to me of (x) who has produced State Driver's License as identification.

Kimberly Vogel

NOTARY PUBLIC – State of Florida

My commission expires: 06/16/2026



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: Not Applicable

SUBCONTRACTOR'S NAME: Not Applicable

EST. DOLLAR VALUE OF PROPOSED WORK: Not Applicable

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: Not Applicable

SUBCONTRACTOR'S NAME: Not Applicable

EST. DOLLAR VALUE OF PROPOSED WORK: Not Applicable

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: Not Applicable

SUBCONTRACTOR'S NAME: Not Applicable

EST. DOLLAR VALUE OF PROPOSED WORK: Not Applicable

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: Not Applicable

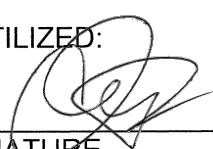
SUBCONTRACTOR'S NAME: Not Applicable

EST. DOLLAR VALUE OF PROPOSED WORK: _____

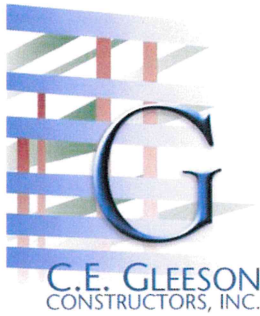
TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ 0

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED: _____ 0 %

Charles E. Gleeson II
CONTRACTOR NAME


SIGNATURE

3/1/2023
DATE



March 1, 2023

Sent Via DemandStar

Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL. 33931
Phone: (239) 765-0202 ext.1401

RE: Emergency Preparations for Temporary Relocation
2731 Oak Street, Fort Myers Beach, FL 33931
Good Faith Effort Letter

To Whom it May Concern,

With regards to the Good Faith Effort and DBE participation, we did not solicit subcontractors for this bid opportunity. We plan to self-perform all work with our own resources and with the resources of our partner, PuroClean. In the event that we subcontract portions of the work, we will solicit pricing from DBE subcontractors and publish those bid results and participation directly with the Owner with the intent to utilize qualified DBE subcontractors wherever possible.

Very Truly Yours,

C.E. GLEESON CONSTRUCTORS, INC.

Dan Edick
Vice President – Estimating

Cc: Charles E. Gleeson II, President/CEO
Brad Baker, Executive Vice President - Operations
File

984 Livernois Road • Troy • Michigan 48083
Phone • 248.647.5500 • Fax • 248.647.5530

www.gleesonconstructors.com

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 Town of Fort Myers Beach
(Print name of public entity)
by Charles E. Gleeson II
(Print individual's name and title)
for C.E. Gleeson Constructors, Inc.
(Print name of entity submitting sworn statement)
whose business address is 984 Livernois Rd,
Troy, MI 48083

and (if applicable) its Federal Employer Identification Number (FEIN) is 38 - 2941498
(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.)

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)

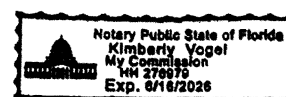
STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 1st day of March, 2023, by means of () physical presence or () online notarization, personally appeared Charles E. Gleeson II as President/ CEO of C.E. Gleeson Constructors, Inc.,

() who personally known to me of (X) who has produced State Driver's License as identification.

Kimberly Vogel
NOTARY PUBLIC – State of Florida

My commission expires: 06/16/2026



PART D
FMB:021 – NON-COLLUSION AFFIDAVIT

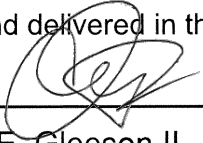
State of Florida)

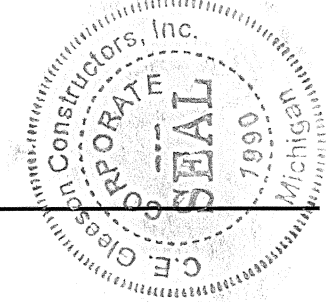
County of Lee)

Charles E. Gleeson II being first duly sworn, deposes and says that:

- 1) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of C.E. Gleeson Constructors, 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: 
Charles E. Gleeson II
(Printed Name)

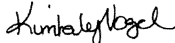


ACKNOWLEDGEMENT

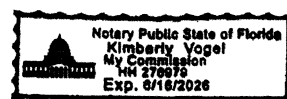
STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 1st day of March, 2023, by means of () physical presence or () online notarization, personally appeared Charles E. Gleeson II as President/ CEO of C.E. Gleeson Constructors, Inc.,

() who personally known to me of () who has produced State Driver's License as identification.


NOTARY PUBLIC – State of Florida

My commission expires: 06/16/2026



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: Not Applicable
(Description)

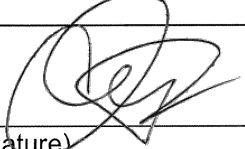
(Cost written in words)

TOTAL \$ Not Applicable

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: C.E. Gleeson Constructors, Inc.

DATE: 3/1/2023

BY: 
(Signature)
Charles E. Gleeson II
(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

Not Applicable

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

C.E. Gleeson Constructors, Inc.
Charles E. Gleeson II
President/CEO

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:

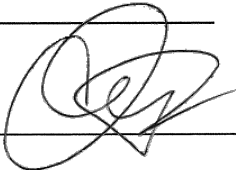
The bidder identifies the following firm as the proposed installation subcontractor of the:
All restoration work

Name of Firm: Puroclean

Address and Phone: 20791 Three Oaks Pkwy, Unit 1003, Estero, FL 33928

Contact Person: Joe Thomas 248-756-5155

<u>Other Subcontractor and Address</u>	<u>Specialty</u>
1. <u>Not Applicable</u>	<u></u>
<u></u>	<u></u>
2. <u></u>	<u></u>
<u></u>	<u></u>
3. <u></u>	<u></u>
<u></u>	<u></u>

Signed 

Name of Bidder C.E. Gleeson Constructors, Inc.
Charles E. Gleeson II
President/CEO

PART D
FMB:100 – CERTIFICATION IMMIGRATION LAWS AFFIDAVIT

BID NO: ITB-23-10-AD

EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION

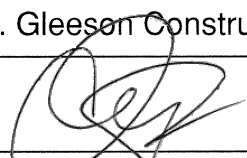
TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

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: C.E. Gleeson Constructors, Inc.

Charles E. Gleeson II


(Signature)

President/CEO

(Title)

03/01/2023

(Date)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 1st day of March, 2023, by means

of () physical presence or (x) online notarization, personally appeared _____
as

Charles E. Gleeson II of C.E. Gleeson Constructors, Inc.,

() who personally known to me of (x) who has produced State Driver's License as identification.


NOTARY PUBLIC – State of Florida

My commission expires: 06/16/2026



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**



ADDENDUM TO CONTRACT DOCUMENTS

ITB-23-10-AD

Addendum No.: 1

CONTRACT/PROJECT NAME: Emergency Preparations for Temporary Relocation

DATE OF ISSUE: February 21, 2023

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

Alarm System: Remove and replace security system to pre-hurricane status. Contractor shall work with Legacy Fire and Technologies. POC is Robert Royster (239-241-1171)

Fire Heads: All fire heads are to be replaced.

Lighting: All lighting fixtures, with the exception of the center of the gym are to be replaced. Nothing in the gym area, but all other areas are to be replaced.

Price the transformers separately and advise Larry Peterson with the cost of the unit only, not the installation because the Town already has a unit that is brand new and if it works the Town will want to use it.

ALL sheetrock in the building is to be replaced.

Paint all interior walls all the way up.

While there does not appear to be any leaks or damage to the roof, as the Contractor examines the roof, if there are any areas that appear to have damage, the Contractor should advise the Town. If there are damaged metal pieces found on the roof, the Town does want them replaced.

Keying System: Keying system will be set up by Department Director, Alison Giesen - she will coordinate with the awarded respondent to which doors will be individually keyed and which doors will be included on the master.

Card reader system on doors to be replaced through Legacy. Card reader mag locks etc. to be included.

Power: Florida Power and Light (FPL) advised that instead of having a temporary pole outside, they will power up the main panel inside.

The eaves are to be repaired all the way around. Upper parts are to be replaced where they rise above the building. The verticals are to be replaced also.

Ducking system needs to be replaced starting from the part of insulation to the unit on the outside of the large HVAC units.

Fencing: Replace the fencing around the basketball court.

Bottom of structural beams where rust is visible are to be wire brushed and ospho(or use a similar product).

The tree and trash debris should be picked up 25 feet beyond the tree lines into the mangroves. Secure a permit if needed.

Water: Water is available from the spout should it be needed until the water line is repaired. Contractors ARE NOT responsible for any plumbing inside the building. Toilets, etc. should just be cleaned.

Water heaters: All in attendance were provided water heater size, etc. and pictures.

Contract will be done as soon as the Town Council approves the award.

Cut off date for on site visit for additional viewing of facility is Friday February 24, 2023. Time slots are available between 8:00 a.m. and 3:30 p.m. local time.

All permits needed to complete this contract is to be pulled by contractor.

QUESTIONS

Q: Is the Contractor to only replace the upper cabinets, not the lower cabinets?

A: Only the uppers, there are no lowers.

Q: Any kitchen equipment to be replaced/repared?

A: No, no kitchen equipment is to be replaced or repaired.

Q: If you have a home run that runs from the outlet to above the 8 feet, do you take it above the home run?

A: The wire stays. Every fixture has to be replaced.

Q: Is there any concern of corrosion, or anything?

A: No, electricians and Florida Power and Light have evaluated and stated there is no concern.

Q: Will the hygienist be coming to test for mold/mildew prior to the next remediation to make sure he qualifies everything?

A: No, the Town will have a company come in and do a test and if anything is reported as needed the Town will address whatever is needed at that time. The Town will want one final test to know the building is safe.

Q: Are the large HVC ducts (inside the gym) to be removed.

A: No

Q: Is the roof to be inspected for damage/leaks

A: Just do a visual to see if boards penetrated, or any other significant damage that could cause issues in the future. If anything is found, call the Town and they will have someone go check it out.

Q: Will the fire/alarm cabling need to be replaced?

A: Depending on what Legacy says.

Q: Is there anything to be done with the floor and/or rubber base molding?

A: No. Once contractor leaves the job, all debris is to be hauled off, mop and leave a clean surface.

Q: Are there no concerns of mold from the base?

A: No. Testing was conducted and there were no traces of anything to be concerned about at the time.

Q: Will the drinking fountains need to be replaced?

A: Yes, everything 90 inches and below.

Q: Are the gutters to be replaced.

A: Yes, downspouts are to be replaced.

Q: Will the bike racks located outside of the building stay or should they be discarded.

A: They should remain, not to be discarded.

Q: Are windows to be replaced.

A: No, as long as they were not busted out. Just cleaned.

Q: Are units to be replaced with exact same units? Total swap out of the units and everything?

A: Yes, same units and insulation.

Q: Is the diamond plate wainscoting in weight room area being replaced?

A: Yes

Q: When is bid opening?

A: March 1, 2023. Same as due date.

Q: When is award date?

A: At the next Town Council Meeting after bid opening.

Q: What about supply issues

A: There were no supply issues previously, the Town does not anticipate there will be any supply issues. However, if there are and they are a verifiable delay, the Town will address these instances individually.

Q: Will the Town accept a paper sealed bid?

A: No. Demandstar only.

Q: When is the closing bid date?

A: March 1, 2023

Q: Any reason why it was rebid again?

A: There was a bid protest, and Town Council decided to reject everything from the first bid and rebid the project.

Q: What times will bidders be allowed to come in to the building for additional observations?

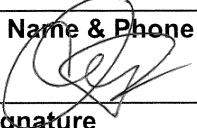
A: Just call and someone will meet them there to open the building.

Please Print _____

C.E. Gleeson Constructors, Inc. 248-647-5500

Company Name & Phone Number _____

Charles E. Gleeson President/CEO



Signature

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202



Joseph Thomas

248-756-5155

jt@pcncat.com

EXECUTIVE Summary

- ♦ High-performing operations-management executive with expertise in building/optimizing organizational processes, measurement systems, and infrastructure to maximize business results in residential and commercial restoration service operations both nationally and globally.
- ♦ Skilled strategist who establishes strategic plans then develops them into workable solutions and benchmarks performance against key operational targets/goals.
- ♦ Extensive scope of responsibility, proven success, and track record of delivering optimal results in high-growth environments through initiatives that exceed operational performance targets and yield measurable outcomes:

- | | |
|--|---|
| - Operational improvements performance | - Cost reductions through improved system/process |
| - Reduced project process time | - Productivity gains |
| - Reduced receivable time | - Identifying additional revenue verticals |
| - Recruiting of Industry top professionals | - Self Motivated |

AREAS OF EXPERTISE

Multi-Site Operations
Large Loss Management
Business Development
Mitigation Protocols
Estimation of Loss
Operational Processes/Standards
Team Leadership

Revenue Goal/Growth
Communication
Training and Leadership Development
Problem Solving
Decision Making
Planning and Deployment of Operational Assets
P&L Management

PROFESSIONAL EXPERIENCE

Owner – Mauer Construction, 20 years

- ◆ Develop operation processes and protocols.
- ◆ Develop and train estimators.
- ◆ Develop marketing systems.
- ◆ Devolved extensive pre-qualified vendor network which covers all potential resources and locations.
- ◆ Develop Cash Flow Management systems.
- ◆ Projects ranged from \$50,000 to \$8,000,000.

Owner – PuroClean, 2019 to Current

- ◆ Start-up local restoration services provider
- ◆ Oversee all full-time and part Time employees.
- ◆ Developed and implemented all new systems and protocols for operations.
- ◆ Researched and implemented technology which improved overall operations.
- ◆ Developed a completed sales force and marketing strategy.
- ◆ Identified critical path process for claims management internally.
- ◆ Developed and implemented National Large Loss Services.
- ◆ Developed all Estimating Protocols.
- ◆ Developed all HR practices and procedures.
- ◆ Developed and Managed all Key Information Matrix.
- ◆ Developed management team.
- ◆ Developed an ongoing training program.
- ◆ Developed the corporate safety program.
- ◆ Developed an internal communications system to create team fluency.
- ◆ Developed job costing methods.
- ◆ Overall developed high levels of successful individuals.

EDUCATION

- ◆ De La Salle H.S., Diploma General Studies, Graduated 1995
- ◆ Oakland University, BA Marketing and Communications, Graduated 2000

ESTIMATING & SOFTWARE

- ❖ Advanced T&M Plus Estimator
- ❖ QuickBooks Enterprise
- ❖ Microsoft Office Suite
- ❖ Eagleview (Aerial Measurements)
- ❖ Moisture Mapper (Restoration Software)
- ❖ Adobe PDF Editor
- ❖ Company Cam (Restoration Software)
- ❖ Office 360
- ❖ Google Docs/Drive

LARGE LOSS EXPERIENCE

Numerous mitigations, remediations, abatements and restoration projects ranging from \$50,000 to \$8,000,000 in Commercial Property Damages. Specifically, Government, Institutional, Medical, Manufacturing, Educational, Pharmaceutical, Retail, Hospitality, Apartment Buildings and Office Towers.



Joseph Ledbetter

248-632-3772

joe@pcncat.com

EXECUTIVE Summary

- ♦ High-performing operations-management executive with expertise in building/optimizing organizational processes, measurement systems, and infrastructure to maximize business results in residential and commercial restoration service operations both nationally and globally.
- ♦ Skilled strategist who establishes strategic plans then develops them into workable solutions and benchmarks performance against key operational targets/goals.
- ♦ Extensive scope of responsibility, proven success, and track record of delivering optimal results in high-growth environments through initiatives that exceed operational performance targets and yield measurable outcomes:

- Operational improvements performance
- Reduced project process time
- Reduced receivable time
- Recruiting of Industry top professionals
- Cost reductions through improved system/process
- Productivity gains
- Identifying additional revenue verticals
- Self Motivated

AREAS OF EXPERTISE

Multi-Site Operations
Claims Process
Large Loss Management
Business Development
Mitigation Protocols
Estimation of Loss
Operational Processes/Standards
Team Leadership

Revenue Goal/Growth
Negotiation, Persuasion
Communication
Training and Leadership Development
Problem Solving
Decision Making
Planning and Deployment of Operational Assets
P&L Management

PROFESSIONAL EXPERIENCE

Owner, Senior Business Consultant, DisasterCo Previously **Clean Source Consulting, Warren, MI, 2006 to Current** (16 Years)

- ♦ Manage and operate Industry Specific Consulting firm that specializes in Property Damage Recovery
- ♦ Develop operation processes and protocols.
- ♦ Develop and train Xactimate Estimators.
- ♦ Develop marketing systems for Restoration firms.
- ♦ Developing a National Disaster Response Team.
- ♦ Devolved extensive pre-qualified vendor network which covers all potential resources and locations.

- ◆ Respond to Nation Disasters and Managed Large-Scale Recovery Efforts.
- ◆ Establish Business Continuity during major catastrophes
- ◆ Disaster Recovery Planning & Implantation
- ◆ Consult to Insurance carriers on Large Losses Nationally.
- ◆ Develop Cash Flow Management systems for Restoration firms.
- ◆ Train Restoration firms on estimating, claims process, scope of work and managing projects.
- ◆ Trained and worked with thousands of individuals who perform restoration services.

- ◆ **Owner – PuroClean, 2019 to Current**
 - ◆ Start-up local restoration services provider.
 - ◆ Oversee all full-time and part Time employees.
 - ◆ Developed and implemented all new systems and protocols for operations.
 - ◆ Researched and implemented technology which improved overall operations.
 - ◆ Developed a completed sales force and marketing strategy.
 - ◆ Identified critical path process for claims management internally.
 - ◆ Developed and implemented National Large Loss Services.
 - ◆ Developed all Estimating Protocols.
 - ◆ Developed all HR practices and procedures.
 - ◆ Developed and Managed all Key Information Matrix.
 - ◆ Developed management team.
 - ◆ Developed an ongoing training program.
 - ◆ Developed the corporate safety program.
 - ◆ Developed an internal communications system to create team fluency.
 - ◆ Developed job costing methods.
 - ◆ Overall developed high levels of successful individuals.
 - 100 percent improvement in all company processes
 - 100 percent increase in Large Loss Jobs
 - 70 percent reduction in job waste (payroll, materials etc)
 - 23 percent increase on all Residential Jobs
 - 700 percent increase in annual sales
 - Reduced Receivable time from 120 to 60 days

Co-Founder/President, *the Cleaning Connection*, Warren, MI, 1998-2006 (8 Years)

- ◆ Developed commercial clients for floor care maintenance programs.
- ◆ Developed emergency plans for water and fire damages.
- ◆ Optimized commercial customers and created an entire residential division using their employees.
- ◆ Responsible for all Budgets, HR, Payables, Receivables, Assets and Sales.
- ◆ Grew company from Startup to \$3 million in annual sales.

EDUCATION

- ◆ Royal Oak Dondero H.S., Diploma General Studies Royal Oak, MI, Graduated 1997

TRAINING & CERTIFICATION

- | | |
|---|---|
| ❖ I.I.C.R.C. Carpet Cleaning Technician | ❖ OSHA CFR 40 Certified |
| ❖ I.I.C.R.C. Upholstery Cleaning Technician | ❖ Blood Born Pathogen Certified |
| ❖ I.I.C.R.C. Commercial Carpet Cleaning | ❖ Confined Space |
| ❖ I.I.C.R.C. Rug Repair & Installation | ❖ Elevated Platform |
| ❖ I.I.C.R.C. Color Repair & Drying | ❖ Fall Arrest |
| ❖ I.I.C.R.C. Odor Control | ❖ Propane in Construction |
| ❖ I.I.C.R.C. Water Damage Technician | ❖ Forklift Operator |
| ❖ I.I.C.R.C. Fire Damage Technician | ❖ Swing Stage |
| ❖ I.I.C.R.C. Applied Microbial Technician | ❖ Ladder Safety |
| ❖ I.I.C.R.C. Master Water Restorer | ❖ Scaffold Erection. |
| ❖ I.I.C.R.C. Master Fire & Smoke Restorer | ❖ Fit Test Supplied Air |
| ❖ I.I.C.R.C. Master Textile Cleaner | ❖ Time & Materials Billing Training |
| ❖ I.I.C.R.C. Commercial Drying Specialist | ❖ Xactimate Level 3 Estimating Training |

- ❖ I.I.C.R.C. Advanced Microbial Remediation Technician
- ❖ EPA Asbestos Abatement Worker
- ❖ EPA Lead Paint Abatement Worker

- ❖ Flir Level 3 Training Thermography
- ❖ Cat Pumps Factory Trained
- ❖ Therma-Stor Factory Trained

ESTIMATING & SOFTWARE

- ❖ Advanced Xactimate Operator
- ❖ Advanced T&M Plus II Estimator
- ❖ QuickBooks Enterprise
- ❖ Microsoft Office Suite
- ❖ DASH (Restoration Software)
- ❖ iCat (Contents Software)
- ❖ Luxor (Restoration Software)
- ❖ Client Runner (Job Tracking Software)
- ❖ Eagleview (Aerial Measurements)
- ❖ Google Docs/Drive

- ❖ Moisture Mapper (Restoration Software)
- ❖ Salesforce CRM
- ❖ Adobe PDF Editor
- ❖ PSA (Job Management Software)
- ❖ WordPress (Website Design)
- ❖ Nivaha (Restoration Software)
- ❖ FAA 333 Licensed UAV Pilot
- ❖ Job-Dox (Restoration Software)
- ❖ Company Cam (Restoration Software)
- ❖ Office 360

LARGE LOSS EXPERIENCE

Numerous mitigations, remediations, abatements and restoration projects ranging from \$250,000.00 to \$50,000,000.00 in Commercial Property Damages. Specifically, Government, Institutional, Medical, Manufacturing, Educational, Stadiums, Pharmaceutical, Retail, Hospitality, Apartment Buildings and Office Towers.

- | | |
|--------------------------------------|--------------------------------------|
| ❖ Michigan-Water-Hospitality 1999 | ❖ Michigan-Water-Industrial 2013 |
| ❖ Michigan-Water-Medical 2001 | ❖ Michigan-Fire-Retail 2013 |
| ❖ Michigan-Fire-Retail 2001 | ❖ Michigan-Water-NAVY 2013 |
| ❖ Michigan-Explosion-Industrial 2002 | ❖ Michigan-Water-Medical 2013 |
| ❖ Michigan-Water-Hospitality 2003 | ❖ Ohio-Water-Multi Family 2013 |
| ❖ Ohio-Fire-Educational 2003 | ❖ Michigan-Water-Library 2014 |
| ❖ Michigan-Fire-Government 2004 | ❖ Michigan-Water-Air Force Base 2014 |
| ❖ Michigan-Fire-Industrial 2005 | ❖ Indiana-Water-Church 2014 |
| ❖ Michigan-Water-Office 2006 | ❖ Michigan-Fire/Water-Church 2014 |
| ❖ Ohio-Fire-Retail 2006 | ❖ Michigan-Water-Office 2014 |
| ❖ Michigan-Water-Medical 2007 | ❖ Michigan-Water-Dog Groomer 2014 |
| ❖ Michigan-Water-Office 2008 | ❖ Michigan-Water-News Paper 2014 |

984 Livernois Rd. • Troy • Michigan • 48083 • *phone • 248.647.5500 • fax • 248.647.5530*

- ❖ Michigan-Fire-Manufacturing 2008
- ❖ Michigan-Water-Office 2009
- ❖ Tennessee-Water 2009
- ❖ Chicago-Water 2009
- ❖ New York-Water-Government 2010
- ❖ New York-Water-Retail 2010
- ❖ New York-Water-Office 2010
- ❖ New York-Water-Utility 2010
- ❖ New York-Water-Medical 2010
- ❖ New York-Water-911 2010
- ❖ Michigan-Fire-Retail 2010
- ❖ Michigan-Fire-Retail 2010
- ❖ Michigan-Water-Light Industrial 2010
- ❖ Chicago-Water 2010
- ❖ New Orleans-Water-Industrial- 2011
- ❖ Michigan-Storm 2011
- ❖ Michigan-Water-Industrial 2012
- ❖ Michigan-Fire-Educational 2012
- ❖ Michigan-Water-Institutional 2012
- ❖ New Jersey-Water-Government 2012
- ❖ New Jersey-Water-Educational 2012
- ❖ New Jersey-Water-Institutional 2012
- ❖ Michigan-Water-Medical 2014
- ❖ Michigan-Water-Church 2014
- ❖ Michigan-Water-Auto Supplier 2014
- ❖ Michigan-Water-Multi-Unit 2014
- ❖ Michigan-Water-High Rise 2014
- ❖ Michigan-Water/Fire Church 2014
- ❖ Michigan-Tornado-Church 2014
- ❖ Michigan-Water-School 2015
- ❖ Michigan-Water/Fire Power Plant 2015
- ❖ Michigan-Water-Church 2015
- ❖ Michigan-Water-Medical 2015
- ❖ Michigan-Water-Retail 2015
- ❖ Michigan-Water-Office 2015
- ❖ Ohio-Water-Retail 2015
- ❖ Indiana-Water/Fire Church 2015
- ❖ California-Water-Stadium 2015
- ❖ Michigan-Water GM Tech Center 2015
- ❖ Michigan-Fire-Industrial 2015
- ❖ **523 Additional Large Losses From 2015-current covering 39 States and 4 Countries**

Surpassed 1 billion square feet of mitigation to commercial buildings in 2016
1,000's of residential losses from \$5,000.00 to \$200,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2022

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 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 VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Debra Mirch	
	PHONE (A/C, No, Ext): (248) 828-3377	FAX (A/C, No): (248) 828-3741
INSURED C.E. Gleeson Constructors Inc./Gleeson Restoration Services, LLC 984 Livernois Rd. Troy MI 48083	E-MAIL ADDRESS: dmirch@vtcins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Amerisure Mutual Insurance Co.	
	INSURER B: Amerisure Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 22-23 Master

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			CPP2089484	9/17/2022	9/17/2023	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			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:						Employee Benefits	\$ 1,000,000
A	☒ AUTOMOBILE LIABILITY			CA20894830	9/17/2022	9/17/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							Underinsured motorist BI single limi	\$ 1,000,000
A	☒ UMBRELLA LIAB			CU20894900	9/17/2022	9/17/2023	EACH OCCURRENCE	\$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DED ☒ RETENTION \$ 0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WC2089491	9/17/2022	9/17/2023	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ 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
B	Leased/Rented from Others			CPP2089484	9/17/2022	9/17/2023	\$250,000 Limit	\$500 Deduct
B	Installation/Builder Risk			CPP2089484	9/17/2022	9/17/2023	\$400,000 Limit	\$1,000 Deduct

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
22-113 Fort Myers Emergency Preparations for Temporary Relocation

CERTIFICATE HOLDER

CANCELLATION

The Town of Fort Myers Beach, Florida
2525 Estero Blvd
Fort Meyers, 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

Alan Chandler/DMIRCH

© 1988-2014 ACORD CORPORATION. All rights reserved.

C E GLEESON CONSTRUCTORS, INC
BACKLOG SUMMARY
12/08/22

Est #	Project Name	Pay App Dated Thru	Number Applicator	Base Contract	Owner Change Orders	Contract Amount	Invoiced	Retention	Payments Received	Current Receivable	Balance To Inv. (Backlog)	Total Outstanding Retention + Backlog	Contract	Estimated Profit	Profit	Profit 2023-24	Profit In 2022	Per Job Schedule %
74	LAF Sterling Heights Sterling Heights, MI	11/25/22	22	\$ 7,557,000	\$ 1,164,028	\$6,741,028	\$6,741,028	\$0	\$6,345,635	\$395,391	\$0	\$0			\$ 524,462	\$ -	\$ 248,972	6.00%
44	LA Fitness Addison Chicago	06/25/22	10	\$ 3,375,000	\$ 643,210	\$4,018,210	\$4,018,210	\$0	\$4,016,210	\$0	\$0	\$0			\$ 281,275	\$ -	\$ 208,453	7.00%
48	LA Fitness Perry Hall Nottingham, Md	11/25/22	12	\$ 5,365,000	\$ 1,538,651	\$6,803,651	\$5,306,488	\$504,537	\$4,039,770	\$764,179	\$1,495,165	\$1,999,701			\$ 340,183	\$ 74,758	\$ 235,257	5.00%
11	LA Fitness Foster Chicago, IL	05/25/22	8	\$ 3,395,000	\$ 140,891	\$3,535,891	\$3,535,891	\$0	\$3,535,891	\$0	\$0	\$0			\$ 316,230	\$ -	\$ 180,603	9.00%
33	LA Fitness Morton Gr. SITE Morton Grove, IL	11/25/22	7	\$ 520,000	\$ 154,530	\$674,530	\$551,407	\$55,141	\$437,366	\$58,900	\$123,123	\$179,264			\$ 47,217	\$ 6,619	\$ 38,598	7.00%
12	LA Fitness Morton Gr. BLDG Morton Grove, IL	11/25/22	6	\$ 7,687,000	\$ 65,657	\$7,852,657	\$4,228,701	\$211,335	\$3,351,709	\$663,657	\$3,725,956	\$3,937,291			\$ 836,213	\$ 299,076	\$ 336,136	8.00%
38	Regency Troy Troy, MI	11/30/22	19	\$ 19,700,000	\$ 570,240	\$20,270,240	\$14,559,661	\$1,450,709	\$12,413,304	\$895,849	\$5,710,379	\$7,161,087			\$ 1,013,512	\$ 285,519	\$ 459,955	5.00%
31	John Hodges PSC North Carolina	11/30/22	22	\$ 11,460,000	\$ 1,679,201	\$13,139,201	\$11,573,198	\$656,960	\$10,569,463	\$346,775	\$1,566,003	\$2,222,963			\$ 223,986	\$ 29,622	\$ 84,848	1.70%
04	Hope Apartments Cincinnati	11/30/22	21	\$ 15,812,814	\$ 758,365	\$16,571,379	\$14,676,951	\$633,941	\$13,542,519	\$503,491	\$1,891,427	\$2,525,369			\$ 662,855	\$ 75,657	\$ 280,865	4.00%
12	Red Run Exterior Royal Oak, MI	06/30/22	7	\$ 815,000	\$ 152,023	\$967,023	\$967,023	\$0	\$967,023	\$0	\$0	\$0			\$ 45,934	\$ -	\$ 41,445	4.75%
42	Eternal Mother Pontiac	05/31/22	7	\$ 3,460,000	\$ 300,257	\$3,760,257	\$3,760,257	\$0	\$3,760,257	\$0	\$0	\$0			\$ 113,408	\$ -	\$ 43,950	3.00%
45	Ford Caputo Animal Hospital Cincinnati	01/31/22	7	\$ 1,612,521	\$ 208,911	\$1,819,432	\$1,819,432	\$0	\$1,819,432	\$0	\$0	\$0			\$ 145,555	\$ -	\$ 15,167	8.00%
35	Monroe HC River Park Menomee	09/20/22	15	\$ 538,000	\$ 1,901,170	\$2,439,170	\$2,439,170	\$0	\$2,439,170	\$0	\$0	\$0			\$ 365,876	\$ 0	\$ 286,218	15.00%
28	Ashville Police & Fire Ashville NC	11/30/22	15	\$ 10,984,000	\$ -	\$10,984,000	\$5,312,186	\$265,609	\$4,642,374	\$404,203	\$5,671,614	\$5,937,424			\$ 329,520	\$ 170,154	\$ 135,948	3.00%
17	LA Fitness Bayonne Bayonne, NJ	11/25/22	11	\$ 7,382,000	\$ 30,150	\$7,292,150	\$6,142,315	\$814,231	\$4,751,756	\$776,327	\$1,149,835	\$1,764,067			\$ 251,686	\$ 45,993	\$ 240,925	4.00%
19	Red Run Clubhouse Renov. Ashville NC	08/10/22	9	\$ 1,956,000	\$ 230,330	\$2,186,330	\$2,186,330	\$0	\$2,186,330	\$0	\$0	\$0			\$ 103,846	\$ 0	\$ 89,839	4.75%
75	Forest Lake Country Club Bloomfield Hills, MI	10/12/22	7	\$ 313,000	\$ 112,202	\$425,202	\$425,202	\$0	\$425,202	\$0	\$0	\$0			\$ 42,520	\$ (0)	\$ 29,610	10.00%
74	LA Fitness Charlotte (Prosperity Church Charlotte, NC	07/25/22	10	\$ 4,472,000	\$ (196,160)	\$4,275,840	\$4,275,840	\$0	\$4,275,840	\$0	\$0	\$0			\$ 427,584	\$ -	\$ 314,293	10.00%
37	LA Fitness Linden Linden, NJ	11/25/22	7	\$ 7,727,000	\$ 5,468	\$7,732,468	\$3,256,618	\$325,662	\$2,146,173	\$764,764	\$4,475,871	\$4,801,533			\$ 695,924	\$ 402,828	\$ 293,096	9.00%
07	LA Fitness Severn Severn, MD	09/25/22	8	\$ 4,324,283	\$ 34,617	\$4,358,900	\$4,358,900	\$0	\$3,923,010	\$435,890	\$0	\$0			\$ 435,890	\$ -	\$ 435,890	10.00%
36	LA Fitness Dallas Arapahoe Demo Dallas, TX	07/26/22	4	\$ 110,865	\$ -	\$110,865	\$110,865	\$0	\$110,865	\$0	\$0	\$0			\$ 11,087	\$ -	\$ 11,087	10.00%
22	LA Fitness San Antonio San Antonio, TX	10/25/22	7	\$ 2,106,528	\$ 347,488	\$2,453,996	\$2,453,996	\$245,400	\$1,698,221	\$510,376	\$0	\$245,400			\$ 122,700	\$ -	\$ 122,700	5.00%
01	LA Fitness Miami SW Miami, FL	11/25/22	5	\$ 8,305,000	\$ 205,661	\$8,490,661	\$3,566,476	\$179,324	\$3,040,114	\$367,038	\$4,904,165	\$5,083,506			\$ 509,440	\$ 294,251	\$ 215,169	6.00%
01	LA Fitness Oaklawn Oaklawn, IL	11/25/22	6	\$ 5,470,050	\$ 52,566	\$5,522,616	\$4,045,562	\$404,556	\$2,809,866	\$831,137	\$1,477,075	\$1,881,631			\$ 331,356	\$ 66,624	\$ 242,734	6.00%
13	R & L Carriers Huntsville, AL	11/30/22	7	\$ 16,071,171	\$ 684,677	\$16,755,848	\$8,464,226	\$846,423	\$5,728,789	\$1,907,014	\$6,271,922	\$9,120,044			\$ 1,172,509	\$ 579,014	\$ 593,896	7.00%
06	R & L Carriers Elbridge, IA	11/30/22	7	\$ 18,613,528	\$ 2,321,713	\$21,135,241	\$11,282,966	\$1,126,269	\$9,029,241	\$2,107,446	\$8,872,255	\$10,998,553			\$ 1,478,167	\$ 691,058	\$ 786,409	7.00%
16	Floor & Decor Ypsilanti, MI	11/30/22	6	\$ 6,705,660	\$ 1,058,479	\$7,764,139	\$7,061,120	\$706,112	\$5,435,690	\$919,316	\$702,019	\$1,409,131			\$ 465,846	\$ 42,181	\$ 423,667	6.00%
59	Floor & Decor Kenwood, MI	11/30/22	2	\$ 2,532,677	\$ 20,304	\$2,553,181	\$415,455	\$39,615	\$20,304	\$355,636	\$2,137,726	\$2,177,241			\$ 127,659	\$ 106,886	\$ 20,773	5.00%
21	Central Transport Farm, MI	09/30/22	6	\$ 1,960,600	\$ 160,774	\$2,141,374	\$2,141,374	\$0	\$2,141,374	\$0	\$0	\$0			\$ 128,482	\$ -	\$ 128,482	6.00%
76	Mission Point Clarkston, MI	11/30/22	1	\$ 1,523,228	\$ 9,085	\$1,532,313	\$209,497	\$20,950	\$0	\$168,547	\$1,322,817	\$1,343,766			\$ 76,616	\$ 66,141	\$ 10,475	5.00%
71	Mission Point Ypsilanti, MI	11/30/22	1	\$ 1,652,000	\$ -	\$1,652,000	\$140,425	\$14,042	\$0	\$126,382	\$1,511,575	\$1,525,618			\$ 82,600	\$ 75,579	\$ 7,021	5.00%
69	Comerica Bank	11/30/22	1	\$ 613,000	\$ -	\$613,000	\$64,429	\$6,443	\$0	\$57,986	\$548,571	\$555,014			\$ -	\$ -	\$ -	0.00%

C E GLEESON CONSTRUCTORS, INC
BACKLOG SUMMARY
12/06/22

est #	Project Name Selling Rights, MI	Pay App Dated Thru	Number Applicator	Base Contract	Owner Change Orders	Contract Amount	Inviced	Retention	Payments Received	Current Receivable	Balance To Inv (Backlog)	Total Outstanding Retention + Backlog	Contract	Estimated Profit	Profit	Profit 2023-24	Profit in 2022	Per Job Schedule %
172	Club Studio Orange Orlando, FL			\$ 7,707,000	-	\$7,707,000	\$0	\$0	\$0	\$0	\$7,707,000	\$7,707,000			\$ 770,700	\$ 770,700	\$ -	10.00%
180	Floor & Decor Apple Valley, MI			\$ 7,087,000	-	\$7,087,000	\$0	\$0	\$0	\$0	\$7,087,000	\$7,087,000			\$ 424,020	\$ 424,020	\$ -	6.00%
21	Floor & Decor Springfield, PA			\$ 6,827,000	-	\$6,827,000	\$0	\$0	\$0	\$0	\$6,827,000	\$6,827,000			\$ 548,160	\$ 548,160	\$ -	8.00%
	R & L Carriers Mabague, OK			\$ 8,989,000	-	\$8,989,000	\$0	\$0	\$0	\$0	\$8,989,000	\$8,989,000			\$ 418,140	\$ 418,140	\$ -	8.00%
	R & L Carriers Osage, MN			\$ 21,875,000	-	\$21,875,000	\$0	\$0	\$0	\$0	\$21,875,000	\$21,875,000			\$ 1,312,500	\$ 1,312,500	\$ -	6.00%
	R & L Carriers Hill County, GA			\$ 40,000,000	-	\$40,000,000	\$0	\$0	\$0	\$0	\$40,000,000	\$40,000,000			\$ 2,800,000	\$ 2,800,000	\$ -	7.00%
	R & L Carriers Pensacola, FL			\$ 14,000,000	-	\$14,000,000	\$0	\$0	\$0	\$0	\$14,000,000	\$14,000,000			\$ 980,000	\$ 980,000	\$ -	7.00%
	R & L Carriers Jackson, MS			\$ 17,500,000	-	\$17,500,000	\$0	\$0	\$0	\$0	\$17,500,000	\$17,500,000			\$ 1,225,000	\$ 1,225,000	\$ -	7.00%
	R & L Carriers Pearl, MS			\$ 17,500,000	-	\$17,500,000	\$0	\$0	\$0	\$0	\$17,500,000	\$17,500,000			\$ 1,225,000	\$ 1,225,000	\$ -	7.00%
	R & L Carriers Grand Rapids, MI			\$ 17,500,000	-	\$17,500,000	\$0	\$0	\$0	\$0	\$17,500,000	\$17,500,000			\$ 1,225,000	\$ 1,225,000	\$ -	7.00%
	R & L Carriers Sallis Creek, MI			\$ 7,000,000	-	\$7,000,000	\$0	\$0	\$0	\$0	\$7,000,000	\$7,000,000			\$ 480,000	\$ 480,000	\$ -	7.00%
	Gasow Veterinary Hospital Birmingham, MI			\$ 4,500,000	-	\$4,500,000	\$0	\$0	\$0	\$0	\$4,500,000	\$4,500,000			\$ 292,500	\$ 292,500	\$ -	6.50%
	Precision Senior Living Franklin, KY			\$ 32,000,000	-	\$32,000,000	\$0	\$0	\$0	\$0	\$32,000,000	\$32,000,000			\$ 1,520,000	\$ 1,520,000	\$ -	4.75%
	Buzz Silverman			\$ -	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$ -	\$ -	\$ -	5.00%
	Barry Rosenberg			\$ -	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$ -	\$ -	\$ -	5.00%
Totals - Current WIP													\$0	\$0	\$24,782,339	\$16,560,982	\$6,554,400	6.21%

PART D
FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR

EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATIONS
ITB-23-10-AD

Bids are to be submitted by

Wednesday, March 1, 2023 @ 11:00 A.M. LOCAL TIME

Bids to be uploaded through DemandStar.com

**EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION; ITB-23-10-AD; March 1,
2023, 11:00 A.M. LOCAL TIME"**

BID OPENING:

LOCATION: 2545 Estero Blvd., Fort Myers Beach, FL 33931

Wednesday, March 1, 2023, @ 11:15 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

March 1, 2023

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-23-10-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				45,000
2	Sprinkler system certified to code and returned to pre-hurricane status				29,500
3	Remove and replace All drop ceiling				20,000
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
7	Remove and replace maintenance cabinets to same quality as pre-hurricane status				82,000
8	Remove and replace storage area cabinets to same quality as pre-hurricane status				3,500
9	Remove and replace all electrical to height of 8' from ground level to return to pre-hurricane status				300,000
10	Remove and replace all wood and framing returning it to original on weight room around windows and doors				6,000
11	Remove and replace all interior/exterior doors to pre-hurricane status				50,000
12	Repair all soffits while adding 6" insulation above all				30,000
13	Replace fascia and soffits on lower portions of south and southeast corners of the structure				15,200
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
15	Paint all interior walls 90" in height from floor				5,000
16	Prep/paint all I-beam steel structural members around exterior to a height of 4' above ground level				5,000
17	Remove all tree and trash within 25' perimeter of building exterior				6,000
18	Push back any debris piles to allow room for parking and add temporary fencing to separate debris piles from parking area				0
19	Remove and replace all bathroom partitions				10,900
20	Remove and replace lift station controls				7350
21	Repair any damage to metal roofing preventing leaks				0
22	Remove and replace overhead roll up doors with hardware (2) 10'x12'				15,500
23	Mold/mildew remediation throughout the entire structure				0
24	All HVAC systems to be replaced				280,000

25	Replace sheetrock ceiling in women's bathroom of main entry				\$16,150
26	Replace roll up window in kitchen area				\$2,250
27	Replace water heaters in building				\$3,100
28	Replace water fountains in building				\$5,250
29	Remove and replace all diamond plate wainscoting in weight room area				\$7,500
30	Replace fencing around the basketball court				\$46,150
31	Electric 3 phase transfer converter material				\$3,600

Total Bid Amount (Written): \$948,500

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. 1 Dated: 2-21-23 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)

CBC-1263204
FL
(State
Certificate
No.)

#2103078 Lee County
Business Tax Receipt No. (Specify jurisdiction)

(State
Registration
No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this
23 day of February, 2023.

Ileana Del Valle
By: Printed

I Del Valle
By: Signature

TITLE:
Del Valle Service
Company Name

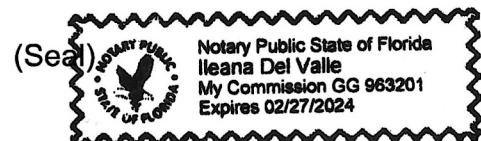
2343 Stella St
Mailing Address
Fort Myers FL 33901
City, State, and Zip

Ileana Del Valle
Contact Person

Ileana Del Valle@gmail.com
E-mail / Contact Person
239-878-0392
Telephone Number

Fax Number

ATTEST: Ileana Del Valle
Secretary



KNOW ALL MEN BY THESE PRESENTS, that we

Eric Kudritzki as Principal, and
(BIDDER'S Name)

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 23 day of Feb, 2023

WHEREAS, said Principal is herewith submitting a Bid Proposal for the construction of:

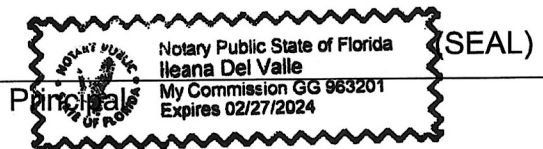
Emergency Preparation for Temporary Relocation

ITB-23-10-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

By: Witness Signature



Witness as to Surety

By: Witness Signature

(SEAL)

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 _____ Title _____
And _____ Title _____
Date of Agreement _____

☐ OTHER - Explain _____

Parent Company Office Address (if any): _____

16191 San Carlos Blvd #4
Principal Office Address: _____

Name of Project (if applicable): _____

Person to Contact: Scott McGuire

Title: VP Telephone No.: 239-292-2461

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	160191 San Carlos Blvd	
Scott McGuire	vP	160191 San Carlos Blvd	

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	CEC1263204					8/31/24

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
(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 FMB Builders Inc

17.2 Structural FMB Builders Inc

17.3 Hardware FMB Builders Inc

- 17.4 Three (3) other major subcontractors:

J & H Air Services - Lic #82-0803671 912 Parkdale Blvd Lehigh Acres, FL 33971
Plumbing Service & Repair CFC 1429289 16191 San Carlos Blvd Fort Myers
Wright Electric Service EC 13003988 16191 San Carlos Blvd Fort Myers, 33908

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:

Mayhugh Commercial Advisors - Chase Mayhugh 239-898-9685
Moose Lodge Fort Myers Beach - Ed Connor 239-463-2221
Gulf Investments - Tom Venetis 239-980-3505
Beach Bowling Alley - Robert Dullard 815-405-3895
Mike Dahl Investments - Mike Dahl 319-721-4356

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 Inc

Name of Organization

BY:

Eric H Kudrinski

President

Title of Person Signing

(if Corporation Affix Corporate Seal)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 23 day of Feb,

2023, by means of (☒) physical presence or (☐) online notarization, personally appeared _____

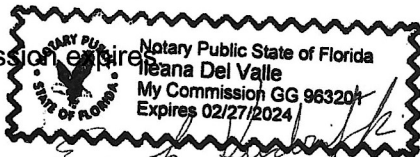
Eric Kudrinski as _____ of _____,

(☐) who personally known to me of (☐) who has produced _____ as identification.

[Signature]

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: _____ %

Eric Kudritsk
CONTRACTOR NAME

E. H. Kudritsk
SIGNATURE

23 Feb 2023
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 Eric Kudritzki - President
(Print individual's name and title)
for FMB Builders Inc.
(Print name of entity submitting sworn statement)
whose business address is 10101 San Carlos Blvd. #4
Fort Myers, FL 33908

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.

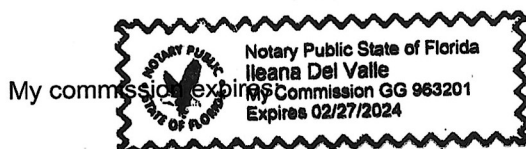
E. Kudritzki
(Signature)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 23 day of Feb, 2023, 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: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 Kudritzki

Eric Kudritzki

(Printed Name)

ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 23 day of Feb, 2023, by means

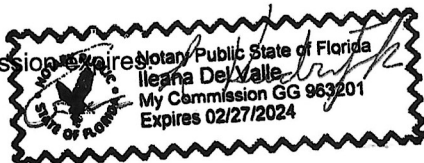
of ☒ physical presence or () online notarization, personally appeared Eric Kudritzki as

of FMB Builders Inc.

(☒) who personally known to me of () who has produced _____ as identification.

[Signature]
NOTARY PUBLIC – State of Florida

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: 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: 2/23/2023

BY: Eric H 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. <u>Same materials as</u>	<u>same manufacturer as</u>
2. <u>pre-hurricane status</u>	<u>existing pre-hurricane</u>
3. <u>for water heater,</u>	<u>status & materials.</u>
4. <u>air conditioning,</u>	<u>water heater, air</u>
5. <u>drinking fountains /</u>	<u>conditioning & water</u>
6. <u>water coolers</u>	<u>coolers / drinking fountains.</u>

Signed

Name of Bidder

Eric L Kudritzki

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:

Air conditioning
Name of Firm: J&H Air Services

Address and Phone: 412 Parkdale Blvd Lehigh Acres, FL 33971

Contact Person: Ariel Hernandez

<u>Other Subcontractor and Address</u>	<u>Specialty</u>
1. _____ _____	_____
2. _____ _____	_____
3. _____ _____	_____

Signed

Name of Bidder

Eric L. Smith
FMB Builders Inc

PART D
FMB:100 – CERTIFICATION IMMIGRATION LAWS AFFIDAVIT

BID NO: ITB-23-10-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 H. Kudritzki President 2-23-23
(Signature) (Title) (Date)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 23 day of Feb, 20
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

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**



ADDENDUM TO CONTRACT DOCUMENTS

ITB-23-10-AD

Addendum No.: 1

CONTRACT/PROJECT NAME: Emergency Preparations for Temporary Relocation

DATE OF ISSUE: February 21, 2023

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

Alarm System: Remove and replace security system to pre-hurricane status. Contractor shall work with Legacy Fire and Technologies. POC is Robert Royster (239-241-1171)

Fire Heads: All fire heads are to be replaced.

Lighting: All lighting fixtures, with the exception of the center of the gym are to be replaced. Nothing in the gym area, but all other areas are to be replaced.

Price the transformers separately and advise Larry Peterson with the cost of the unit only, not the installation because the Town already has a unit that is brand new and if it works the Town will want to use it.

ALL sheetrock in the building is to be replaced.

Paint all interior walls all the way up.

While there does not appear to be any leaks or damage to the roof, as the Contractor examines the roof, if there are any areas that appear to have damage, the Contractor should advise the Town. If there are damaged metal pieces found on the roof, the Town does want them replaced.

Keying System: Keying system will be set up by Department Director, Alison Giesen - she will coordinate with the awarded respondent to which doors will be individually keyed and which doors will be included on the master.

Card reader system on doors to be replaced through Legacy. Card reader mag locks etc. to be included.

Power: Florida Power and Light (FPL) advised that instead of having a temporary pole outside, they will power up the main panel inside.

The eaves are to be repaired all the way around. Upper parts are to be replaced where they rise above the building. The verticals are to be replaced also.

Ducting system needs to be replaced starting from the part of insulation to the unit on the outside of the large HVAC units.

Fencing: Replace the fencing around the basketball court.

Bottom of structural beams where rust is visible are to be wire brushed and ospho(or use a similar product).

The tree and trash debris should be picked up 25 feet beyond the tree lines into the mangroves. Secure a permit if needed.

Water: Water is available from the spout should it be needed until the water line is repaired. Contractors ARE NOT responsible for any plumbing inside the building. Toilets, etc. should just be cleaned.

Water heaters: All in attendance were provided water heater size, etc. and pictures.

Contract will be done as soon as the Town Council approves the award.

Cut off date for on site visit for additional viewing of facility is Friday February 24, 2023. Time slots are available between 8:00 a.m. and 3:30 p.m. local time.

All permits needed to complete this contract is to be pulled by contractor.

QUESTIONS

Q: Is the Contractor to only replace the upper cabinets, not the lower cabinets?

A: Only the uppers, there are no lowers.

Q: Any kitchen equipment to be replaced/repared?

A: No, no kitchen equipment is to be replaced or repaired.

Q: If you have a home run that runs from the outlet to above the 8 feet, do you take it above the home run?

A: The wire stays. Every fixture has to be replaced.

Q: Is there any concern of corrosion, or anything?

A: No, electricians and Florida Power and Light have evaluated and stated there is no concern.

Q: Will the hygienist be coming to test for mold/mildew prior to the next remediation to make sure he qualifies everything?

A: No, the Town will have a company come in and do a test and if anything is reported as needed the Town will address whatever is needed at that time. The Town will want one final test to know the building is safe.

Q: Are the large HVC ducts (inside the gym) to be removed.

A: No

Q: Is the roof to be inspected for damage/leaks

A: Just do a visual to see if boards penetrated, or any other significant damage that could cause issues in the future. If anything is found, call the Town and they will have someone go check it out.

Q: Will the fire/alarm cabling need to be replaced?

A: Depending on what Legacy says.

Q: Is there anything to be done with the floor and/or rubber base molding?

A: No. Once contractor leaves the job, all debris is to be hauled off, mop and leave a clean surface.

Q: Are there no concerns of mold from the base?

A: No. Testing was conducted and there were no traces of anything to be concerned about at the time.

Q: Will the drinking fountains need to be replaced?

A: Yes, everything 90 inches and below.

Q: Are the gutters to be replaced.

A: Yes, downspouts are to be replaced.

Q: Will the bike racks located outside of the building stay or should they be discarded.

A: They should remain, not to be discarded.

Q: Are windows to be replaced.

A: No, as long as they were not busted out. Just cleaned.

Q: Are units to be replaced with exact same units? Total swap out of the units and everything?

A: Yes, same units and insulation.

Q: Is the diamond plate wainscoting in weight room area being replaced?

A: Yes

Q: When is bid opening?

A: March 1, 2023. Same as due date.

Q: When is award date?

A: At the next Town Council Meeting after bid opening.

Q: What about supply issues

A: There were no supply issues previously, the Town does not anticipate there will be any supply issues. However, if there are and they are a verifiable delay, the Town will address these instances individually.

Q: Will the Town accept a paper sealed bid?

A: No. Demandstar only.

Q: When is the closing bid date?

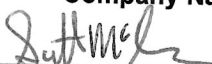
A: March 1, 2023

Q: Any reason why it was rebid again?

A: There was a bid protest, and Town Council decided to reject everything from the first bid and rebid the project.

Q: What times will bidders be allowed to come in to the building for additional observations?

A: Just call and someone will meet them there to open the building.

Please Print FMB Builders inc 239-292-2461
Company Name & Phone Number

Signature

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202



TECHNICAL AND COMMERCIAL BID

ITB No. 23-10-AD
EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION



Safety, Quality, and Performance Since 1978

1) COVER PAGE

Emergency Preparations for Temporary Relocation ITB-23-10-AD			
SUPPLIER		CLIENT	
PERSONS SERVICES CORPORATION		The Town of Fort Myers Beach	
Address:	12751 S. Cleveland Ave, Suite 202 Fort Myers, Florida 33907	Address:	2525 Estero Blvd., Fort Myers Beach, FL 33931
Represented By:	Paul Stevens - COO pstevens@personsservices.com	Represented By:	Attn: Yadzia Roa bids@fmbgov.com
DOCUMENT DETAILS			
TCP REFERENCE		TCB_FortMyersBeach_ITB_-23-10-AD_PSC	
REVISION		IR	
DATE		March 1, 2023	
RFP REFERRED		ITB No. 23-10-AD	
CONFIDENTIALITY		Medium	
DOCUMENT APPROVAL			
NAME		Paul Stevens	
DESIGNATION		COO	
EMAIL CONTACT		pstevens@personsserevices.com	
DATE		March 1, 2023	
SIGNATURE			

REVISION OF DOCUMENT

Revision	Date		Description	Changed Pages
IR	03/01/23		Initial Release	N/A

2) EXECUTIVE LETTER

On behalf of Persons Services Corporation, I am pleased to submit this bid to the Town of Fort Myers Beach in response to your Invitation to Bid (ITB) regarding the Emergency Preparations for Temporary Relocation. We have reviewed your request for responses and associated addenda and fully understand the scope and goals of your team as it pertains to this project for the Town. Our expert team of licensed and certified construction managers, project executives, and construction professionals have evaluated your needs and we are excited at the opportunity to provide the Town of Fort Myers Beach with the world-class, turn-key construction services and tools our clients have come to appreciate.

Persons Services Corporation (PSC) is a Construction Management and Specialty Contracting firm with over 44 years of experience managing construction, infrastructure, industrial, and disaster recovery programs on a global scale. Our team has successfully completed similar projects including large commercial construction projects, utilities and infrastructure projects, medical and educational facilities, and large-scale temporary, modular campuses. Our varied and vast experience has allowed our team to hone our processes and offer our clients technology-driven, customer-centric, live project data and decision points, so you and your staff can see live project updates and progress reports. Access to accurate, timely, and transparent project data puts our customers in control of their projects and sets Persons Services Corp. apart from our competitors.

We pride ourselves on our reputation of safety, quality, and performance-driven work. Persons Services Corp. brings a team-oriented, customer-centric, and proactive approach to our projects, evident by the number of satisfied clients and contracted projects. Our work has consistently been recognized by industry awards organizations such as **Inc. Magazine** and **Engineering News-Record** for the quality of service we provide our clients and our continued growth.

Currently, PSC has offices in Fort Lauderdale and Fort Myers, Florida. Our corporate headquarters is located in Mobile, Alabama with additional offices in North and South Carolina; Houston, Texas; and in the US Virgin Islands. If awarded this contract, our executive team would manage this project out of our Fort Lauderdale office with the full support of our corporate headquarters and other offices as needed. We are confident that our qualifications and global experience will provide the Town of Fort Myers Beach with a world-class solution and trustworthy teaming partner for this and future projects.

We have assembled a best-in-class team led by Paul Stevens of PSC and comprised of our expert staff of construction management professionals. With our combined talent (referenced as "The PSC Team"), the Town of Fort Myers Beach will receive an elite service that guarantees the success of the proposed project and delivers quality services on schedule and on budget. Our team is extremely qualified, experienced, and eager to help you and your staff achieve your goal of efficient, quality, and successful emergency preparations for temporary relocation.



Paul Steven – Chief Operations Officer

1st March, 2023

Persons Services Corporation

PART D
FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR

EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATIONS
ITB-23-10-AD

Bids are to be submitted by

Wednesday, March 1, 2023 @ 11:00 A.M. LOCAL TIME

Bids to be uploaded through DemandStar.com

**EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATION; ITB-23-10-AD; March 1,
2023, 11:00 A.M. LOCAL TIME”**

BID OPENING:

LOCATION: 2545 Estero Blvd., Fort Myers Beach, FL 33931

Wednesday, March 1, 2023, @ 11:15 A.M. LOCAL TIME

TOWN COUNCIL FORT MYERS BEACH
LEE COUNTY, FLORIDA

BIDDER: Persons Services Corp.
(Individual or Firm Name)

PART D
FMB:003 - OFFICIAL BID FORM
(2 of 5 Pages)

Wednesday

March 1, 2023

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-23-10-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	1	LS	\$57,901.15	\$57,901.15
2	Sprinkler system certified to code and returned to pre- hurricane status	1	LS	\$45,255.37	\$45,255.37
3	Remove and replace All drop ceiling	1	LS	\$42,732.14	\$42,732.14
4	Remove and replace All drop ceiling tiles	1	LS	\$10,825.48	\$10,825.48
5	Remove and replace All drop ceiling grid	1	LS	\$5,697.62	\$5,697.62
6	Remove and replace kitchen cabinets to same quality as pre-hurricane status	1	LS	\$5,209.25	\$5,209.25
7	Remove and replace maintenance cabinets to same quality as pre-hurricane status	1	LS	\$2,441.84	\$2,441.84
8	Remove and replace storage area cabinets to same quality as pre-hurricane status	1	LS	\$2,848.81	\$2,848.81
9	Remove and replace all electrical to height of 8' from ground level to return to pre-hurricane status	1	LS	\$87,092.17	\$87,092.17
10	Remove and replace all wood and framing returning it to original on weight room around windows and doors	1	LS	\$7,325.51	\$7,325.51
11	Remove and replace all interior/exterior doors to pre- hurricane status	1	LS	\$155,359.53	\$155,359.53
12	Repair all soffits while adding 6" insulation above all	1	LS	\$33,580.14	\$33,580.14
13	Replace fascia and soffits on lower portions of south and southeast corners of the structure	1	LS	\$8,546.43	\$8,546.43
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)	1	LS	\$30,432.19	\$30,432.19
15	Paint all interior walls 90" in height from floor	1	LS	\$49,318.91	\$49,318.91
16	Prep/paint all I-beam steel structural members around exterior to a height of 4' above ground level	1	LS	\$20,348.64	\$20,348.64
17	Remove all tree and trash within 75' perimeter of building exterior	1	LS	\$56,976.19	\$56,976.19
18	Push back any debris piles to allow room for parking and add temporary fencing to separate debris piles from parking area	1	LS	\$8,139.46	\$8,139.46
19	Remove and replace all bathroom partitions	1	LS	\$30,603.78	\$30,603.78
20	Remove and replace lift station controls	1	LS	\$13,837.07	\$13,837.07
21	Repair any damage to metal roofing preventing leaks	1	LS	\$24,418.37	\$24,418.37
22	Remove and replace overhead roll up doors with hardware (2) 10'x12'	1	LS	\$14,651.02	\$14,651.02
23	Mold/mildew remediation throughout the entire structure	1	LS	\$16,278.91	\$16,278.91
24	All HVAC systems to be replaced	1	LS	\$358,136.02	\$358,136.02

25	Replace sheetrock ceiling in women's bathroom of main entry	1	LS	\$60,435.45	\$60,435.45
26	Replace roll up window in kitchen area	1	LS	\$1,220.92	\$1,220.92
27	Replace water heaters in building	1	LS	\$13,837.07	\$13,837.07
28	Replace water fountains in building	1	LS	\$4,131.69	\$4,131.69
29	Remove and replace all diamond plate wainscoting in weight room area	1	LS	\$18,751.27	\$18,751.27
					\$1,186,332.36

Total Bid Amount (Written): One Million, one hundred eighty-six thousand, three hundred thirty-two dollars and thirty-six cents

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. 1 Dated: 2/21/23 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.



ADDENDUM TO CONTRACT DOCUMENTS

ITB-23-10-AD

Addendum No.: 1

CONTRACT/PROJECT NAME: Emergency Preparations for Temporary Relocation

DATE OF ISSUE: February 21, 2023

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

Alarm System: Remove and replace security system to pre-hurricane status. Contractor shall work with Legacy Fire and Technologies. POC is Robert Royster (239-241-1171)

Fire Heads: All fire heads are to be replaced.

Lighting: All lighting fixtures, with the exception of the center of the gym are to be replaced. Nothing in the gym area, but all other areas are to be replaced.

Price the transformers separately and advise Larry Peterson with the cost of the unit only, not the installation because the Town already has a unit that is brand new and if it works the Town will want to use it.

ALL sheetrock in the building is to be replaced.

Paint all interior walls all the way up.

While there does not appear to be any leaks or damage to the roof, as the Contractor examines the roof, if there are any areas that appear to have damage, the Contractor should advise the Town. If there are damaged metal pieces found on the roof, the Town does want them replaced.

Keying System: Keying system will be set up by Department Director, Alison Giesen - she will coordinate with the awarded respondent to which doors will be individually keyed and which doors will be included on the master.

Card reader system on doors to be replaced through Legacy. Card reader mag locks etc. to be included.

Power: Florida Power and Light (FPL) advised that instead of having a temporary pole outside, they will power up the main panel inside.

The eaves are to be repaired all the way around. Upper parts are to be replaced where they rise above the building. The verticals are to be replaced also.

Ducking system needs to be replaced starting from the part of insulation to the unit on the outside of the large HVAC units.

Fencing: Replace the fencing around the basketball court.

Bottom of structural beams where rust is visible are to be wire brushed and ospho(or use a similar product).

The tree and trash debris should be picked up 25 feet beyond the tree lines into the mangroves. Secure a permit if needed.

Water: Water is available from the spout should it be needed until the water line is repaired. Contractors ARE NOT responsible for any plumbing inside the building. Toilets, etc. should just be cleaned.

Water heaters: All in attendance were provided water heater size, etc. and pictures.

Contract will be done as soon as the Town Council approves the award.

Cut off date for on site visit for additional viewing of facility is Friday February 24, 2023. Time slots are available between 8:00 a.m. and 3:30 p.m. local time.

All permits needed to complete this contract is to be pulled by contractor.

QUESTIONS

Q: Is the Contractor to only replace the upper cabinets, not the lower cabinets?

A: Only the uppers, there are no lowers.

Q: Any kitchen equipment to be replaced/repared?

A: No, no kitchen equipment is to be replaced or repaired.

Q: If you have a home run that runs from the outlet to above the 8 feet, do you take it above the home run?

A: The wire stays. Every fixture has to be replaced.

Q: Is there any concern of corrosion, or anything?

A: No, electricians and Florida Power and Light have evaluated and stated there is no concern.

Q: Will the hygienist be coming to test for mold/mildew prior to the next remediation to make sure he qualifies everything?

A: No, the Town will have a company come in and do a test and if anything is reported as needed the Town will address whatever is needed at that time. The Town will want one final test to know the building is safe.

Q: Are the large HVC ducts (inside the gym) to be removed.

A: No

Q: Is the roof to be inspected for damage/leaks

A: Just do a visual to see if boards penetrated, or any other significant damage that could cause issues in the future. If anything is found, call the Town and they will have someone go check it out.

Q: Will the fire/alarm cabling need to be replaced?

A: Depending on what Legacy says.

Q: Is there anything to be done with the floor and/or rubber base molding?

A: No. Once contractor leaves the job, all debris is to be hauled off, mop and leave a clean surface.

Q: Are there no concerns of mold from the base?

A: No. Testing was conducted and there were no traces of anything to be concerned about at the time.

Q: Will the drinking fountains need to be replaced?

A: Yes, everything 90 inches and below.

Q: Are the gutters to be replaced.

A: Yes, downspouts are to be replaced.

Q: Will the bike racks located outside of the building stay or should they be discarded.

A: They should remain, not to be discarded.

Q: Are windows to be replaced.

A: No, as long as they were not busted out. Just cleaned.

Q: Are units to be replaced with exact same units? Total swap out of the units and everything?

A: Yes, same units and insulation.

Q: Is the diamond plate wainscoting in weight room area being replaced?

A: Yes

Q: When is bid opening?

A: March 1, 2023. Same as due date.

Q: When is award date?

A: At the next Town Council Meeting after bid opening.

Q: What about supply issues

A: There were no supply issues previously, the Town does not anticipate there will be any supply issues. However, if there are and they are a verifiable delay, the Town will address these instances individually.

Q: Will the Town accept a paper sealed bid?

A: No. Demandstar only.

Q: When is the closing bid date?

A: March 1, 2023

Q: Any reason why it was rebid again?

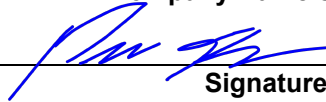
A: There was a bid protest, and Town Council decided to reject everything from the first bid and rebid the project.

Q: What times will bidders be allowed to come in to the building for additional observations?

A: Just call and someone will meet them there to open the building.

Please Print Persons Services Corp. - Phone No. 954-616-5106

Company Name & Phone Number



Signature

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202

PART D
FMB:001 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
Persons Services Corp. as Principal, and
(BIDDER'S Name)

Atlantic Specialty Insurance Company 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 \$ Five (5%) percent of amount bid

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.

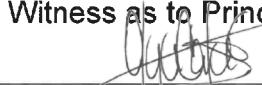
SIGNED AND SEALED this 1st day of March, 2023

WHEREAS, said Principal is herewith submitting a Bid Proposal for the construction of:

Emergency Preparation for Temporary Relocation
ITB-23-10-AD

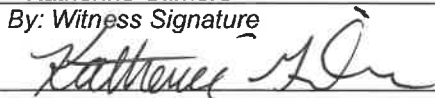
NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Construction Bond from a Surety acceptable to the 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


By: Witness Signature

Witness as to Surety

Katherine Gilmore
By: Witness Signature



Persons Services Corp. (SEAL)
Principal


(SEAL)
Atlantic Specialty Insurance Company

Surety's Name

O. McCrary Otts, IV O. McCrary Otts, IV

By: As-Attorney-in-Fact, Surety

Affix Corporate Seals and attach proper Power of Attorney for Surety.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Tricia Balolong, Aaron Endris, Cathleen Hayles, O McCrary Otts IV**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

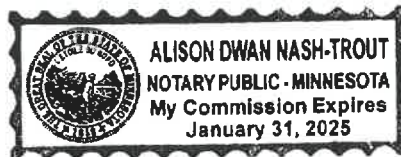
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 1st day of March, 2023.



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

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: Persons Services Corp.

☒ CORPORATION - Date of Incorporation: 04/03/2019 State of Florida
Incorporation: Alabama

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: 4474 Halls Mill Rd., Mobile, AL 36693
Regional office: 12751 S. Cleveland Ave, Fort Myers, FL 33907

Name of Project (if applicable): Emergency Preparations for Temporary Relocation
2731 Oak Street, Fort Myers Beach, FL 33931

Person to Contact: Paul Stevens

Title: COO Telephone No.: 251 533-3526

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 GC Contractor under your present name?

44

2. Under what other or former names has your organization operated?

Persons Service Company, LLC

3. List below your organizations Officers, Owners or Partners:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION
Buddy Persons	President	4474 Halls Mill Rd, Mobile, AL 36693	2/9/2021
Bryan Shuford	VP	4474 Halls Mill Rd, Mobile, AL 36693	2/9/2021
Paul Stevens	COO	1835 S Perimeter Rd ste 175, Fort Lauderdale FL 33309	2/9/2021

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	General Construction	CGC1537992					8/31/24
Florida	Roofing	CCC1332838					8/31/24
Florida	Plumbing	CFC1431578					8/31/24
Florida	Underground	CUC1225930					8/31/24

5. List jurisdictions in which your organization's partnership or trade name is filed:

AL, FL, NC, SC, GA, TN, USVI

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:
- 125 employees, 6 exec, 10 SPM, 30 PM, 50 Super, 4 est, 25 support
- (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:
- General Construction
13. Indicate type of contracting undertaken by your organization and number of years experience:
- As General Contractor 25 Years GC, CM, Commercial. New, Rehab Type
- As Sub-Contractor 45 Years Piping, Utility, Site, Carpentry Type
14. Attach the prime construction contracts your organization has underway on this date 2/22/2023
- The list shall include the following information:* (reference sheet numbers herein: Pg 34)
- 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: [Pg 34](#))

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. [NA](#)

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	<u>Diamond Sheetrock</u>
		<u>Jody Evan Construction</u>
		<u> </u>
17.2	Structural	<u>A&J Contracting</u>
		<u> </u>
		<u> </u>
17.3	Hardware	<u>ECS Window Corp</u>
		<u> </u>
		<u> </u>

- 17.4 Three (3) other major subcontractors:

Magnificent Air - HVAC Cyclone Mechanical - HVAC

Integrity Electric

Superior Roofing

18. List below the name of the bonding companies you use for construction project and the name, address and telephone number of your agent:

Atlantic Specialty Insurance Company

19. List no less than three (3) and preferably five (5) financial references:

Regions Bank - Scottie Green, VP - 251 391-1486

ServisFirst Bank, Walter Brand, VP 251 544-6948

Beard Equipment Brandon Cruthirds VP - 251 456-1993

Consolidated Pipe , James Sheldon, VP - 251 654-1745

Mike Hoffman Equipment, Mike Hoffman, President - 251 656-2202

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(7 of 7 Pages)

20. What is the largest contract (dollar cost) ever performed by your organization?

\$25 million

21. What is the dollar value of the largest project you consider your organization is qualified to undertake?

\$100 million

Dated at _____ this 21 day of February 2023

Persons Services Corp.

Name of Organization

BY: 

COO

Title of Person Signing

(if Corporation Affix Corporate Seal)

STATE OF FLORIDA)
COUNTY OF LEE)

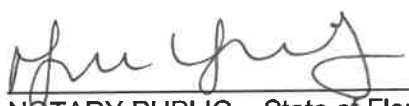
SWORN TO AND SUBSCRIBED BEFORE ME, on this 21 day of February

2023, by means of (☒) physical presence or () online notarization, personally appeared _____

Paul Stevens as COO of Persons Services Corp

(☒) who personally known to me of () who has produced _____ as identification.




NOTARY PUBLIC – State of Florida

My commission expires: Dec 21, 2024

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: HVAC

SUBCONTRACTOR'S

NAME: Magnificent Air

EST. DOLLAR VALUE OF PROPOSED

WORK: \$150,000

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: \$ \$150,000

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED: _____

12.65

%

Persons Services Corp.

CONTRACTOR NAME


SIGNATURE

2/27/2023

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 The Town of Fort Myers Beach
(Print name of public entity)
by Paul Stevens, COO
(Print individual's name and title)
for Persons Services Corp.
(Print name of entity submitting sworn statement)
whose business address is 12751 S. Cleveland Ave., Suite 202
Fort Myers, FL 33907

and (if applicable) its Federal Employer Identification Number (FEIN) is 63 - 1237523
(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.

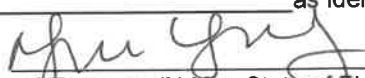
_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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.

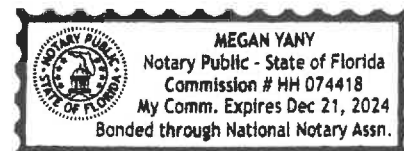

(Signature)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 01 day of Feb, 2023, by means of ☒ physical presence or () online notarization, personally appeared Paul Stevens as COO of Persons Services Corp,
(☒ who personally known to me of () who has produced _____ as identification.


NOTARY PUBLIC – State of Florida

My commission expires: Dec 21, 2024



PART D
FMB:021 – NON-COLLUSION AFFIDAVIT

State of Florida)

County of Broward)

Paul Stevens being first duly sworn, deposes and says that:

- 1) He/she is the Partner, (Owner, Partner, Officer, Representative or Agent) of Persons Services Corp., 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.

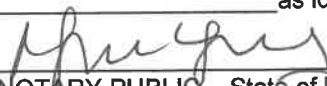
Signed, sealed and delivered in the presence of:

By: 
Paul Stevens
(Printed Name)

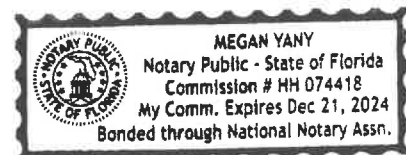
ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 01 day of Feb, 2023, by means of ☒ physical presence or () online notarization, personally appeared Paul Stevens as COO of Persons Services Corp. ☒ who personally known to me of () who has produced _____ as identification.


NOTARY PUBLIC – State of Florida

My commission expires: Dec 21, 2024



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: None identified at this time.
(Description)

(Cost written in words)

TOTAL \$ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Persons Services Corp.

DATE: 2/27/2023

BY: 
(Signature)

Paul Stevens
(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. <u>Acoustical Ceiling Tile</u>	<u>Armstrong</u>
2. <u>Roll up Doors</u>	<u>Roll Up Doors Direct</u>
3. <u>Bathroom Partitions</u>	<u>Fast Partitions</u>
4. <u>Doors and Frames</u>	<u>CDF Express</u>
5. <u>Insulation and Roofing</u>	<u>John Manville</u>
6. <u>Paint and Coatings</u>	<u>Sherwin Williams</u>

Signed



Name of Bidder

Persons Services Corp.

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).

The bidder identifies the following firm as the proposed installation subcontractor of the:
Emergency Relocation ITB 23-10-AD

Name of Firm: **Persons Services Corp.**

Address and Phone: 12751 S. Cleveland Ave., Suite 202, Fort Myers, FL 33907

Contact Person: Paul Stevens

<u>Other Subcontractor and Address</u>	<u>Specialty</u>
1. <u>Legacy Fire Protection</u>	<u>Fire Alarm and Security</u>
2. <u>Magnificent Air</u>	<u>HVAC</u>
3. <u>Diamond Sheetrock</u>	<u>Drywall</u>

Signed

Name of Bidder **Persons Services Corp.**

PART D
FMB:100 – CERTIFICATION IMMIGRATION LAWS AFFIDAVIT

BID NO: ITB-23-10-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: Persons Services Corp.

[Signature]
(Signature)

COO
(Title)

02/21/2023
(Date)

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 21 day of February, 2023, by means

of ☒ physical presence or () online notarization, personally appeared Paul Stevens
as

COO of Persons Services Corp.

(X) who personally known to me of () who has produced _____ as identification.

My commission expires: Dec 21, 2024



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**

ORGANIZATIONAL PROFILE & PROJECT TEAM QUALIFICATIONS

Persons Services Corp. will assign a small team of highly qualified project managers, as well as support administration for the duration of the contract. PSC proposes a team of members consisting of Project Managers, Accounting professionals, and IT/Technologists to accomplish the goals identified in the RFQ. Each member has been hand-selected by the Persons Services Corp. executive team for this project and will bring their unique skills to their roles, and the team as a whole.

PROJECT MANAGEMENT TEAM

Paul Stevens – Program Director

Paul Stevens is the Program Director chosen to lead the overall team on this project and serve as the main point of contact between the CRA and the construction management team. Mr. Stevens is a licensed General Contractor in the State of Florida and is in possession of all requirements and licensing necessary for the completion of this project. He has over 35 years of experience in Construction and Program Management, completing successful construction projects in multiple countries.

Chad Freeman - Logistics Manager

Chad Freeman has operated in many roles in his accomplished career, including Senior Project Manager, Director, and Business Development Professional, Innovative and talented, with over 25 years of expertise in multi-million-dollar Industrial, Civil, and Government Construction Projects, Sales, Program Management, Project Controls, Procurement Materials Management, and Targeted Consulting. He has titles with corporations like AECOM, Parsons, and more where he has worked around the globe including the USVI and the Middle East in the Disaster Recovery and Oil & Gas Industry. His broad experience dealing with all levels of organizational management; as well as a strong emphasis on Disaster Recovery, Process Improvement, and maximizing limited resources to streamline operations, will make him essential to this project.

Jimmy Benson – Senior Project Manager

Jimmy Benson is a senior project manager for Persons Services Corp. He is a graduate of Auburn University with a degree in Management Information Systems. Mr. Benson has over 20 years of experience in the Disaster Relief, Emergency Response, and Construction industries. He has successfully managed several multimillion-dollar projects in both Federal and State governments as well as for the private sector. Over 20 have been emergency contracts worked on military bases giving Mr. Benson the experience of working with key stakeholders under the unique requirements for federal installations and USACE safety. He holds certifications and licenses for health, safety, abatements, remediations, and hazardous material handling.

Eliana Hurtado – Project Manager

Eliana Hurtado is a project manager at Persons Services Corp. with a Master's Degree in Construction Management. She has been in the industry for over 15 years and has successfully completed a variety of projects; from commercial to residential, for private, public, and federal clients. She has accomplished the repair and reconstruction of multiple storm-damaged homes for the Florida Department of Economic Opportunity. She has been chosen for this project because of her extensive knowledge of government-funded programs and will be the best project management choice.

Roger Cordoba – Cost Controls

Roger Cordoba has been a construction professional for over 17 years, with proven success managing and completing multimillion-dollar jobs on time and within budget. He is a hands-on team player with superior interpersonal skills, the ability to motivate others, and a manager that leads by example. He has extensive experience interacting with executives, clients, and design professionals; and is a skilled negotiator, committed to managing costs for our company and our clients.

Peter Georgiadis – Superintendent

Peter Georgiadis Peter is an Assistant Project Manager in our Fort Lauderdale office who will assist the Project Managers in all aspects of Project coordination duties including contractor.

ACCOUNTING/HR

Darrell West – CFO

Darrel West is the CFO of Persons Services Corp. and will work with the Program/Project Managers to perform budget reviews and address any financial concerns that could arise during the construction phase.

Audrey Lesch – Human Resources

Audrey Lesch is the Human Resources Coordinator at Persons Services Corp. and will be made available for the project to facilitate the coordination of the team and track PSC employee hours and progress. She will assist both the CFO and Project Administrators wherever necessary.

Kim Burnett – Project Administrator

Ms. Burnett has over 15 years of established experience in cost management systems and will provide accountability to the project.

TECHNOLOGY/IT

Hisham Elattar – IT

Hisham Elattar holds titles as the Drafting & Design Specialist and Desktop Support Analyst at Persons Services Corp. Mr. Elattar brings over 35 years of comprehensive experience in his field to PSC including an accomplished background in catastrophe adjusting and commercial and residential drafting & design work. Mr. Elattar holds two Associate Degrees in Drafting & Design and Electronics Technology. His skills and capabilities include advanced I.T. troubleshooting and support, AutoCAD operation, as well as presentation drawings for renovation, as-build, shop, and commercial projects. He is an in-house expert for Persons Services Corp.'s proprietary construction management software, ProjectVista, and is available to ensure the success of software implementation.

CONTINGENCY

In the event, that circumstances out of our control affect any member of the suggested PSC team, steps will be taken to immediately replace the role in question. The PSC executive board hand-selects each team member for every project and will immediately mobilize to identify the best possible candidate available at the time. Persons Services Corp. has offices of highly qualified individuals across the United States and has an extensive pool of talent in our South Florida office from which to pull in the event of an emergency. Any substitute team member will be equally qualified for the displaced member's role. In the unlikely circumstance, a qualified person is not currently available to fulfill that role, a Persons Services Corp. executive member will fulfill capabilities until further notice.

**Persons Services Corp.
Projects**

CURRENT PROJECTS

ID	Project	Contract Award	Contract Completion Date	Owner	Project Description	Contract Value	Location City	Location State	Reference Contact	Reference Title	Reference Phone	Reference Email
DM0014	USVI Housing Program	2022	2024	USVI Housing Authority	Housing rehabilitation of 200 homes CDBG	\$ 25,000,000.00	St Thomas	US Virgin Islands	Ann Hanley	Program Manager	340 772-3032	ahanley@viha.gov
0104	USS Alabama Teak Deck Repair	2022	2024	USS Battleship Commission	Repair Existing Steel Deck	\$ 50,000.00	Mobile	AL	Chris Dunning		(251) 443-5682	chris.dunning@ybce.com
0141	Airbus Dual Bay Hangers 9 & 10	2022	2024	Airbus	Site Utilities, Building Plumbing, Compressed Air, Hydraulic	\$ 4,319,986.00	Mobile	AL	Shawn Morris		(205) 787-1477	smorris@brasfieldgorrie.com
0129	USA Job#20-33B North Drive	2022	2023	University of South Alabama	Site Utilities, Storm Drainage, Sitework/Paving	\$ 5,313,000.00	Mobile	AL	David Strain	Project Manager	(251) 295-2596	dstrain@southalabama.edu
143	FEMA Covid Cleaning	2021	2023	FEMA	IDIQ for Covid Cleaning service FEMA office space Orlando	\$ 30,000.00	Orland	Florida	Yolanda	Contracting Officer	470-609-3852	yolanda.brown@fema.dhs.gov
0086	USA 3 Story POB	2021	2023	University of South Alabama	Building Plumbing, Site Utilities, Irrigation Sleeves & Storm	\$ 1,083,403.10	Mobile	AL	Lucas Cooke	Project Manager	(251) 454-7429	lcooke@personsservices.com
DM0005	Hurricane Michael Recovery	2021	2023	State of Florida, DEO	Hurricane Recovery	\$ 12,500,000.00	Panhandle	FL	Jenna Abbey	Senior Program Manager	850 982-9713	jenna.abbey@horne.com
DM0004	Hurricane Florence Recovery	2021	2023	SCDRO	Hurricane Recovery Construction	\$ 7,500,000.00	Columbia	SC				
SIMILAR PROJECTS												
ID	Project	Contract Award	Contract Completion Date	Owner	Project Description	Contract Value	Location City	Location State	Reference Contact	Reference Title	Reference Phone	Reference Email
212	Burnham Vital Care	2022	6/9/2022	Burnham Vital Care	3,007sqft build-out to existing vacant space	\$ 331,358.00	Mobile	AL	John McKinney	Owner	251-234-9644	burnhamdrugsceo@aol.com
213	Squid Ink Roof Repair	2022	3/2022	Panini Petes	Roof repair/replacement	\$ 136,746.00	Mobile	AL	Pete Blohme and Nick Dimario	Owners	251 243-3238	pete@paninipetes.com
0129	USA Job#20-33B North Drive	2022	2023	University of South Alabama	Site Utilities, Storm Drainage, Sitework/Paving	\$ 5,313,000.00	Mobile	AL	David Strain	Project Manager	(251) 295-2596	dstrain@southalabama.edu
194	St Paul's - New Science Labs	2021	3/15/2022	St. Paul's Episcopal School	Science Lab Remodel	\$ 1,084,308.00	Mobile	AL	Pam Andrews	Chief Finance and Operations	(251) 461-2130	pandrews@stpaulsmobile.net
0086	USA 3 Story POB	2021	2023	University of South Alabama	Building Plumbing, Site Utilities, Irrigation Sleeves & Storm	\$ 1,083,403.10	Mobile	AL	Lucas Cooke	Project Manager	(251) 454-7429	lcooke@personsservices.com
140	Hurricane Sally Repair Program	2021	2022	NAVFAC	Permanent Repairs to building 746 and 4148, to include roof	\$ 2,300,000.00	Pensacola	Florida	Fawn Stinchcomb	Project Manager	720-231-5031	fawn.stinchcomb@jacobs.com
199	USA Physicians Office Building	2021	2022	University of South Alabama	Construction of new physicians office building	\$ 17,590,000.00	Mobile	AL	Trent Davis	Construction Project Manager	(251) 295-2581	trentdavis@southalabama.edu
0097	USA Job#21-30A	2021	2022	University of South Alabama	Site Utilities, Storm Drain, Electrical, Sitework and Paving	\$ 3,000,331.00	Mobile	AL	Chad Freeman	Project Manager	(228) 990-2488	cfreeman@personsservices.com
0103	USA Job#21-30B Modular Clinic	2021	2022	University of South Alabama	Site Utilities, Storm Drain, Electrical, Sitework/Paving	\$ 844,000.00	Mobile	AL	Trent Davis	Project Manager	(251) 295-2581	trentdavis@southalabama.edu
139	NASAP Hurricane Sally Mitigation	2021	2021	NAVFAC	Mitigation, Repair, Roofs, Interiors, Water Extraction, Mold	\$ 1,100,000.00	Pensacola	Florida	Fawn Stinchcomb	Project Manager	720-231-5031	fawnstinchcomb@jacobs.com
0042	USA Jag Tran	2021	2021	University of South Alabama	Sanitary Top Out, Domestic Water, Compressed Air, Plumbing	\$ 92,270.00	Mobile	AL	Karen Sardi	Controller	(504) 738-3061	ksardi@pontmech.com
0046	USA Job #20-20 South Drive	2021	2021	University of South Alabama	Underground Utilities and New Pavement	\$ 1,391,276.00	Mobile	AL	David Strain	Project Manager	(251) 295-2596	dstrain@southalabama.edu
0063	USA Job#19-57C Math/Acad	2021	2021	University of South Alabama	Install Fire Main	\$ 68,900.00	Mobile	AL	Trent Davis	Project Manager	(251) 295-2581	trentdavis@southalabama.edu
0080	USA Job#20-06A Student Disposal	2021	2021	University of South Alabama	UG utilities and New Pavement	\$ 349,170.00	Mobile	AL	Buckley Kelley	Senior Project Manager	(251) 623-3290	bkelly@southalabama.edu
209	Ed's Seafood Shed Fire Damage	2021	11/21	Panini Pete's	Cleanup and demo of fire damage	\$ 80,190.00	Spanish Fork	AL	Nick Dimario	Owner	(251) 790-5643	nick@paninipetes.com
187	Century Express Winchester	2021	11/17/2021	Century One, LLC	Construction of new car wash	\$ 1,737,970.00	Memphis	TN	Leroy Ratliff		(901) 870-3213	leroy.ratliff@centurywash.com
185	Family Dollar - Steinhatchee	2021	11/1/2021	Farmer Rainier Steinhatchee, LLC	Construction of new Family Dollar	\$ 828,549.00	Steinhatchee	FL	Murray Farmer	Owner	(251) 802-0322	murrayfarmer@gmail.com
178	Golden Corral Demolition	2021		Delaney Property Group	Demolition of former Golden Corral	\$ 43,609.00	Mobile	AL	Michael Price		(760) 632-8738	pricer Realty@msn.com
181	Ferguson Show Room - Halls	2021		Ferguson	Renovation of showroom	\$ 162,519.00	Mobile	AL				
182	Ferguson Fire and Fab	2021		Ferguson	Office renovation	\$ 112,822.00	Theodore	AL	Connie McCurdy			
205	Alabama Ship Yard Roof Repair	2021		Alabama Shipyard, LLC	Multiple building demo and roof replacement	\$ 2,249,805.00	Mobile	AL	Ray Harris	Facilities/Environment	(251) 307-1018	rharris@alabamashipyard.com
174	Century One Car Wash - South	2020	8/17/2020	Century One LLC	Construction of new car wash	\$ 1,687,845.00	Southaven	MS	Leroy Ratliff		(901) 8703213	leroy.ratliff@centurywash.com
173	Saraland Pad Shops	2020	5/14/2021	Delaney Property Group	Construction of 6670 SF shopping center	\$ 1,229,600.00	Saraland	AL	Michael Delaney	Owner	(251) 767-5629	michaeld@delaneyinc.net
169	Century One Goodman Road	2020	4/9/2021	Century One LLC	Construction of new car wash	\$ 1,751,167.00	Memphis	TN	Leroy Ratliff		(901) 870-3213	leroy.ratliff@centurywash.com
0014	USA Job #17-52A Freestanding	2020	2021	University of South Alabama	Potable Water, Storm Drainage, Sidewalk, Parking Lot, Site	\$ 1,473,807.00	Mobile	AL	David Strain	Project Manager	(251) 295-2596	dstrain@southalabama.edu
138	Wash 1 Car Wash-DIP	2019	7/29/2019	Dip & Dash LLC	Construction of New Car Wash	\$ 1,000,000.00	Mobile	Alabama	Jay Richardson	Owner	251-689-1829	mailto:jay@sunbeltcws.com
160	Century One Car Wash	2019	6/21/2020	Century One LLC	Construction of new car wash	\$ 1,431,826.00	Covington	TN	Leroy Ratliff	Owner	(901) 870-3213	leroy.ratliff@centurywash.com
157	Providence Neurology B215 Refr	2019	2019	Providence Hospital	Providence Neurology B215 Refresh	\$ 108,978.00	Mobile	AL	Lucas Cooke		(251) 266-2998	lucas.cooke@medxcelfm.com
151	Dash Express Auburn Car Wash	2019	12/2/2019	Dash Express Auburn, LLC	New Car Wash	\$ 1,107,771.50	Auburn	AL	Bo Patel		(770) 310-4838	bopatel1@gmail.com
154	Providence Hospital Nurse Station	2019		Providence Hospital	Nurse Station Repairs	\$ 198,918.00	Mobile	AL	Lucas Cooke		266-2998	lucas.cooke@medxcelfm.com
155	USA Football Stadium Store Front	2019		University of South Alabama	Interior Storefronts for Football Stadium	\$ 125,686.00	Mobile	AL	Robert Davis	University Treasurer		
159	Providence Cottage Hill MOB	2019		Providence Hospital	Remove and replace countertops	\$ 27,815.00	Mobile	AL	Lucas Cooke		(251) 266-2998	lucas.cooke@medxcelfm.com
98	Residential Housing Repairs - Florence	2018	2020	Horne, LLC - SCDRO - CDBG-DR	Hurricane Matthew & 2015 Floods Disaster Housing Response	\$ 22,000,000.00	Columbia	South Carolina	John Hadjis	Program Manager	719-238-9465	mailto:john.hadjis@hornellp.com
118	Concrete work - Wolsley Fab	2018		Wolsley Industrial Group	Demoeed, Formed and Poured new entrance ramp to production	\$ 35,000.00	Theodore	Alabama	Jeff Hargis	General Manager	615-207-8452	mailto:jeff.hargis@ferguson.com
120	USA HW/CW Underground Piping	2018		University of South Alabama	Hot & Chill Water Underground Mechanical Piping System	\$ 4,500,000.00	Mobile	Alabama	Buck Kelley	Maintenance Director	251-623-3290	mailto:bkelly@southalabama.edu
121	Beau Rivage Hotel & Casino -	2018		Beau Rivage Hotel & Casino	Casino & Hotel Maintenance, Construction, Shutdowns, Fabrication	\$ 145,000.00	Biloxi	Mississippi	Al Greene	Maintenance Director	228-297-9836	mailto:agreene@beaurivage.com
68	Wolsley Industrial - New Facility	2017		Wolsley Industrial Group	Construction and Retrofit of facilities, fabrication shop and	\$ 2,801,555.00	Theodore	Alabama	Jeff Hargis	General Manager	615-207-8452	mailto:jeff.hargis@ferguson.com
74	ASPA - Port Authority Window	2017		Alabama State Port Authority	Construction and retrofit of new facility windows for Port	\$ 73,847.00	Mobile	Alabama	Rick Smith	Project Executive	251-599-0572	mailto:rasmith@asdd.com
88	MMBP Gutter Replacement Project	2017		Alabama State Port Authority	Fabricated and Installed new exterior gutter system for pool	\$ 143,774.00	Mobile	Alabama	Rick Smith	Engineering Manager	251-599-0572	mailto:rasmith@asdd.com
64	Bel Air Mall - Utilities	2016		Bel Air Mall	Installed underground utilities and fire protection for mall	\$ 412,000.00	Mobile	Alabama	Josh Zurban	Senior PM	956-587-3059	mailto:jzurbaran@vccusa.com
38	Pool Demolition Kiwanis Club	2015		Boys & Girls Club of Alabama	Demolition and sitework of old pool and structures	\$ 25,760.00	Mobile	Alabama				
41	Providence Hospital Medical	2015		Ascension Medical	Installed medical gas outlets	\$ 20,000.00	Mobile	Alabama	Bob Thompson	Director of Maintenance	251-633-1290	Robert.Thompson@providencehospital.org

1. **Requested Motion:**

Meeting Date: April 3, 2023

Accept the recommended rankings for RFQ-22-25-AD and authorize the Town Manager to enter into negotiations with the top 5 ranked firms under each category for Ongoing Miscellaneous Professional Services.

Why the action is necessary:

This provides the Town a variety of firms to select from for any services the Town may deem necessary.

What the action accomplishes:

Finalizes the RFQ process per the Town's purchasing policy.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Yadzia Roa, Deputy Town
Clerk/Contracts Manager

5. **Background:**

On August 24, 2022, the Town issued RFQ-22-25-AD "Ongoing Miscellaneous Professional Services." The deadline for receipt of qualifications closed on January 11, 2023 and the submittals were opened on the same day at 2:15 pm. RFQ-22-25-AD was for 19 categories; Water Resource, Architectural Design, Stormwater, Water Distribution, including lift and pump station design, Surveying Services, Landscape Architect, Community & Neighborhood Improvements, Electrical Systems, Geo Technical Analysis, Civil Engineering, Development and Building Services, Transportation Planning & Traffic Engineering Services, Planning/ Zoning, Historical Restoration, Archaeological Services, Environmental Services, Marine Engineering, Geographical Information System.

The Town received 31 proposals for this solicitation. The Selection Advisory Committee (SAC) met on February 28, 2023 and decided to divide the categories into three meetings. The SAC met to review the submittals on March 14, 2023, March 21, 2023 and March 23, 2023, recommending to the Town Manager the top 5 responding firms under each category to be awarded a "continuing services contract." The contract for each firm will be for a period of three (3) years with an option to renew for two (2) terms of one-year each by mutual agreement of the parties. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, and any subsequent renewal.

Attachments:

1. RFQ 22-25-AD RANKINGS
2. Category Spreadsheet RFQ-22-25-AD
3. Minutes SAC 2.28.23

Financial Impact:

N/A- contracts used as needed

6. **Alternative Action**

Do not approve the rankings and to rebid the solicitation

7. Management Recommendations:

To accept the rankings and authorize the Town Manager to enter into negotiations with the top 5 ranked firms under each category under RFQ-22-25-AD

8. Recommended Approval:

Yadzia Roa, Deputy Town Clerk/Contracts Manager
Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 3/23/2023
Approved - 3/23/2023
Approved - 3/28/2023
Approved - 3/29/2023
Final Approval - 3/29/2023

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm 101 WATER RESOURCE						
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
Max points						
	Amy	Jason	Jeff	Paresh	Steve	
A.D.A Engineering	85	71	85	69	65	375 3
AIM Engineering & Surveying	78	77	78	77	63	373 4
DRMP	83	79	83	81	62	388 1
Grady Minor	74	79	74	66	51	344
Holemontes	71	77	71	77	53	349
J.R. Evans	71	80	67	69	53	340
Kimley & Horn	73	79	73	77	64	366 5
Kisinger Campo & Associates	76	78	76	66	57	353
Respec	75	77	71	73	59	355
RWA	81	79	72	66	53	351
Tetra Tech, Inc.	85	80	74	81	56	376 2

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm 102 ARCHITECTURAL DESIGN						
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
Max points						
	Amy	Jason	Jeff	Paresh	Steve	
A/R/C Associates Incorporated	22	76	77	68	12	255
ADG Architecture	54	81	82	77	50	344
BBSW	61	81	83	78	67	370
DRMP	41	81	84	79	42	327
GMA Architects	62	81	76	79	57	355
HDR Architecture	61	80	86	79	67	373
K2M Design	63	77	72	74	66	352
RG Architects	53	81	84	79	57	354
Tetra Tech, Inc.	53	81	80	77	54	345
Wannamacher Jensen Architect, Inc.	65	80	86	78	63	372

3

4

1

5

2

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm 103 STORMWATER						
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
	Max points					
	Amy	Jason	Jeff	Paresh	Steve	
A.D.A Engineering	85	73	85	66	65	374
AIM Engineering & Surveying	80	75	80	77	59	371
CW3 Engineering	83	78	84	64	63	372
DRMP	84	76	84	81	40	365
Grady Minor	78	77	78	68	60	361
HoleMontes	73	78	73	76	49	349
J.R. Evans	70	76	70	69	52	337
Kimley & Horn	78	76	79	75	65	373
Kisinger Campo & Associates	79	76	79	69	59	362
OCI Associates	79	0	79	74	50	282
Respec	75	78	75	73	59	360
RWA	80	77	80	71	54	362
Tetra Tech Inc.	85	80	81	82	56	384
Weston & Sampson	84	76	84	69	54	367

2

4

5

3

1

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm 104 WATER DISTRIBUTION, INCLUDING LIFT AND PUMP STATION DESIGN						
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
	Max points					
	Amy	Jason	Jeff	Paresh	Steve	
A.D.A Engineering	79	76	75	65	65	360
AIM Engineering & Surveying	75	74	73	76	59	357
CW3 Engineering	81	79	77	59	62	358
DRMP	82	73	82	81	38	356
Grady Minor	79	77	77	68	57	358
HoleMontes	75	78	74	76	56	359
J.R. Evans	70	76	70	69	54	339
Kimley & Horn	75	75	73	77	63	363
Respec	70	77	76	74	58	355
RWA	77	81	74	69	53	354
Tetra Tech, Inc.	83	81	80	82	56	382
Weston & Sampson	81	78	81	69	57	366
						0
Total Points						0

4

5

3

1

2

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm
105 SURVEYING SERVICES

	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
Max points						
	Amy	Jason	Jeff	Paresh	Steve	
AIM Engineering & Surveying	77	75	74	83	53	362 5
Coastal Engineering Consultants	87	79	85	66	57	374 1
DRMP	84	73	84	79	43	363 4
Grady Minor	76	77	83	66	55	357
HolesMontes	78	76	78	74	51	357
Hyatt Survey Services	84	79	83	79	54	379
RWA	80	77	79	69	55	360
Tectonic	82	73	84	73	59	371 3
Tetra Tech, Inc.	85	78	82	80	48	373 2

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm
106 LANDSCAPE ARCHITECT

Max points

	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	Amy	Jason	Jeff	Paresh	Steve
DRMP	45	78	80	74	49
Grady Minor	53	79	71	66	53
HDR Architecture	60	75	75	68	61
Hitcock Design Group	59	73	72	58	57
HoleMontes	53	78	78	71	50
Kimley & Horn	54	78	75	65	48
RWA	56	77	72	64	48

TOTAL POINTS
326
322
339
319
330
320
317
0
0
0

3

4

1

2

5

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm 107 COMMUNITY & NEIGHBORHOOD IMPROVEMENTS						
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
Max points						
	Amy	Jason	Jeff	Paresh	Steve	
A.D.A Engineering	57	77	77	63	47	321
BSSW	49	77	80	76	54	336
DRMP	56	78	82	77	41	334
GMA Architects	71	79	74	71	60	355
Grady Minor	46	79	74	66	51	316
HDR Architecture	73	75	75	72	63	358
HolesMontes	61	79	75	70	56	341
K2M Design	65	75	75	68	56	339
Kimley & Horn	56	78	76	68	58	336
Kisinger Campo & Associates	71	79	79	69	59	357
RWA	59	78	80	71	53	341

3

1

5

2

4

Proposing Firm
108 ELECTRICAL SYSTEMS

Page 317 of 376

Technical Qualifications Evaluation

Ongoing Miscellaneous Professional Services

[illegible]

Proposing Firm
110 GEO TECHNICAL ANALYSIS

[illegible]

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm 111 CIVIL ENGINEERING						
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
Max points						
	Amy	Jason	Jeff	Paresh	Steve	
A.D.A Engineering	81	75	81	69	66	372
AIM Engineering & Surveying, Inc.	82	75	82	76	60	375
CW3 Engineering	85	80	85	59	67	376
DRMP	87	80	87	80	59	393
Grady Minor	78	80	0	64	58	280
HoleMontes	82	80	82	76	55	375
J.R. Evans Engineering	83	79	77	69	55	363
Kimley & Horn	79	77	82	77	64	379
Kisinger Campo & Associates	83	78	83	69	61	374
Respec	79	79	80	71	57	366
RWA	83	80	82	70	53	368
Tectonic	82	0	85	68	0	235
Tetra Tech, Inc.	86	80	81	79	54	380
Weston & Sampson	79	77	79	66	55	356
Total Points						

5

4

1

3

2

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm 112 DEVELOPMENT AND BUILDING SERVICES						
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
Max points						
	Amy	Jason	Jeff	Paresh	Steve	
A.D.A Engineering	56	76	79	63	53	327
C.A.P. Government, Inc.	56	78	79	62	53	328
DRMP	65	77	84	73	55	354
J.R. Evans Engineering	53	77	76	61	55	322
Respec	55	0	75	72	52	254

3
2
1
4
5

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm 113 TRANSPORTATION PLANNING & TRAFFIC ENGINEERING SERVICES						
Max points	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
	Amy	Jason	Jeff	Paresh	Steve	
A.D.A Engineering	51	75	71	54	52	303
AIM Engineering & Surveying,Inc.	63	77	76	70	50	336
DRMP	64	77	79	72	61	353
HDR Architecture	65	75	81	62	65	348
Kimley & Horn	71	77	73	66	64	351
Kisinger Campo & Associates	65	77	77	68	59	346
McMahon	69	78	86	68	66	367

2
4
3
5
1

Proposing Firm
114 PLANNING / ZONING

4

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

Proposing Firm 115 HISTORICAL RESTORATION						
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
Max points						
	Amy	Jason	Jeff	Paresh	Steve	
BSSW	57	74	86	67	57	341
DRMP	22	75	74	68	22	261
K2M	53	73	72	60	53	311
						0
						0
						0
						0

1
3
2

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

Proposing Firm 116 ARCHAEOLOGICAL SERVICES						
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
Max points						
	Amy	Jason	Jeff	Paresh	Steve	
DRMP	24	76	76	68	24	268
						0
						0
						0
						0
						0
						0

1 |

Proposing Firm
117 ENVIRONMENTAL SERVICES

Page 326 of 376

Proposing Firm
118 MARINE ENGINEERING

3
4
1
2
5

**Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services**

Proposing Firm 119 GEOGRAPHIC INFORMATION SYSTEM						
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL POINTS
Max points						
	Amy	Jason	Jeff	Paresh	Steve	
DRMP	87	74	86	81	27	355
Florida Technical Consultants	83	77	83	81	64	388
J.R. Evans	82	77	83	65	31	338
Kisinger Campo & Associates	85	74	85	69	0	313
Respec	85	73	88	66	55	367
Tetra Tech, Inc.	86	77	85	84	52	384
Weston & Sampson	86	74	88	72	59	379

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

RFQ-20-22-PW

Professional Services
Proposing Firm

Ongoing Misc.

Firm Name	101 - Water Resource	102 - Architectural Design	103 - Stormwater	104 - Water Distribution, Including Lift and Pump Station Design	105 - Surveying Services	106 - Landscape Architect	107 -Community & Neighborhood Improvements	108 - Electrical Systems	109 - Structural Systems	110 - Geo Technical Analysis	111 - Civil Engineering	112 - Development and Building Services	113 - Transportation Planning & Traffic Engineering Services	114 - Planning /Zoning	115 - Historical Restoration	116- Archaeological Services	117- Environmental Services	118- Marine Engineering	119- Geographical Information System
A.D.A Engineering, Inc	X		X	X			X	X			X	X	X						
A/R/C Associates Incorporated		X																	
ADG Architecture,LLC		X																	
AIM Engineering & Surveying, Inc	X		X	X	X						X		X						
BSSW Architects, Inc.		X					X								X				
C.A.P. Government, Inc.												X		X					
Coastal Engineering Consultants, Inc.					X													X	
CW3 Engineering, Inc.			X	X							X								
DRMP, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Florida Technical Consultants, LLC																			X
GMA Architects & Planners, LLC.		X					X												
Q. Grady Minor & Associates, P.A.	X		X	X	X	X	X				X								
Hans, Wilson & Associates, Inc.																	X	X	
HDR Architecture, Inc.		X				X	X						X	X			X	X	
Hitcock Design Group						X													
Hole Montes, Inc.	X		X	X	X	X	X				X			X					
Hyatt Survey Services, Inc.					X														
Professional Services Industries (Intertek PSI)										X							X		
J.R. Evans Engineering, P.A.	X		X	X							X	X		X				X	X
K2M Design, Inc.		X					X	X	X						X				
Kimley-Horn and Associates, Inc.	X		X	X		X	X				X		X	X			X		
Kisinger Campo & Associates, Corp	X		X				X		X		X		X				X		X
Matern Professional Engineering, Inc.								X											
McMahon Associates, Inc.													X						
OCI Associates, Inc.			X																
RESPEC Company LLC	X		X	X							X	X							X
RG Architects, P.A.		X																	
RWA, Inc.	X		X	X	X	X	X				X								
Tectonic Engineering & Surveying Consultants P.C					X														
Tetra Tech, Inc.	X	X	X	X	X			X			X			X					X
Wannemacher Jensen Architects, Inc.		X																	
Weston & Sampson Engineers, Inc.			X	X					X		X								X

MINUTES
FORT MYERS BEACH
Selection Advisory Committee
Temporary Town Hall
2545 Estero Boulevard
Fort Myers Beach, FL 33931

Tuesday, February 28, 2023

I. CALL TO ORDER

The meeting was called to order at 10:02 a.m. by Contracts Manager Yadzia Roa. Other members present:

Alison Giesen, Director of Culture, Parks & Recreation
Jason Freeman, Public Works Director & Utilities
Paresh Patel, Project Manager Construction
Amy Baker, Town Clerk
Steve Poposki, Community Development Director

II. REVIEW AND DISCUSSION OF PROPOSALS – RFQ-22-25-AD
Ongoing Miscellaneous Professional Services

Contracts Manager Roa stated that 31 responses were received. The bid was initially issued on August 24, 2022; however, it had to be extended multiple times due to Hurricane Ian and it was open on January 11, 2023. Due to the large number of responses, the discussion will be about how to proceed.

Town Clerk Baker suggested breaking the proposals into groups to review and rank. The SAC agreed with the following three groups:

Water resources 101, stormwater 103, water distribution 104, surveying services 105, GIS 119 and civil engineering 111.

Architectural design 102, landscape architect 106, transportation planning 113, community and neighborhood improvements 107, planning and zoning 114, historical restoration 115, archeological services 116, and development and building services 112.

Electrical services 108, structural systems 109, geotechnical analysis 110, environmental services 117, and marine engineering 118.

The next meeting will be on March 14, 2023, at 10:00 a.m. to discuss the first group, March 21, 2023, at 10:00 a.m. for the second group and March 23, 2023, at 10:00 a.m. for the third group.

Director Giesen questioned how to rank subcontractors. After discussion, the SAC determined that the section be modified with a request to list subcontractors. Project Manager Patel suggested that experience with the town, local offices and previous clients be in a subcategory. Contracts Manager Roa indicated that the information was included in the fifth column.

Contracts Manager Roa noted that experience with FEMA documents was extra but not required. She added that some firms did not completely fill out the paperwork and suggested that committee members use their judgment regarding the lack of information when reviewing the documents.

III. ADJOURNMENT

MOTION: Town Clerk Baker moved to adjourn, second by Director Giesen.

VOTE: Motion passed unanimously.

The meeting was adjourned at 10:36 a.m.

Adopted March 14, 2023, without changes.

MOTION made by Town Clerk Baker, seconded by Project Manager Patel

Motion carried unanimously.

A handwritten signature in blue ink, appearing to read 'Yadzia Roa', is written over a horizontal line.

Yadzia Roa, Contracts Manager

1. **Requested Motion:**

Meeting Date: April 3, 2023

Authorize the Town Manager to waive the procurement policy and execute an agreement with Garrett Claims Group as Public Adjuster.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Town is insured through the Florida League of Cities, Florida Municipal Insurance Trust (FMIT). We have been working with FMIT for several months to inventory our insured assets and applicable coverage. Our insurance coverage is proving to be very limited in cost recovery to replace and repair our assets. With approximately \$16,000,000 in coverage, it appears we can expect to reclaim less than half of that. We have approached Tidal Basin, our disaster consultant, regarding insurance claims representation and recovery. After significant effort and consideration, Tidal Basin could not establish a fee structure and cannot provide insurance adjustment services.

We are deep in our discussions regarding insurance and need to procure public adjuster services. Adjusters typically charge 10% of the recovered amount as their fee. With \$8M to \$11M recovery at risk, staff feels a 10% fee is inordinately high but adjustment services are still desired. With Tidal Basin unable to provide these services and the unique means by which adjusters charge their fees on a contingency basis, we have received a proposal from Garrett Claims Group to only charge a limited 8% on the recovered amount above \$7,000,000. The cost benefit difference is 10% of approximately \$10M (\$1,000,000) versus 8% of approximately \$3M (\$240,000).

Due to the long investigation period of fee structures, progression of the insurance claim settlements and the need to proceed with recovery projects, we are recommending consideration of Tidal Basin as one proposal and the proposal from Garrett as a second and proceed with contracting Garrett, and to waive the procurement policies due to the emergency need for these professional insurance adjuster services.

Attachments:

1. Pat Garrett Claims group contract

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Danielle Felton,
John R Herin Jr, Town Attorney

Created/Initiated - 3/23/2023
Approved - 3/28/2023

Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Approved - 3/29/2023
Final Approval - 3/29/2023

CONTINGENCY FEE AGREEMENT AND ASSIGNMENT

I/We, Town of Fort Myers Beach (hereinafter "the Insured") hereby retain Garrett Claims Group, Inc. (hereinafter "GCG, Inc."), Florida License # A093884, to act as the Insured's exclusive Adjuster for my/our insurance claim, as more particularly described below:

Insured: Town of Fort Myers Beach
Insured Address: 2525 Estero Boulevard, Fort Myers Beach, FL 33931
Insurance Co.: Florida Municipal Insurance Trust
Policy Number(s): FMIT #0778
Claim Number (s): GC2022106859
Description of Loss: Hurricane Ian
Location of Loss: All scheduled and respective locations
Date of Loss: September 28, 2022
Type of Claim: Emergency

The services to be provided by GCG, Inc. hereunder are limited to preparation of the Insureds claim and negotiations with the insurance company, which services shall include the preparation of loss estimates, inventories, proofs of loss, appraisals and related documents. The Insureds hereby acknowledge that GCG, Inc. cannot and will not offer any legal advice concerning their rights and obligations under their insurance policy and that GCG, Inc.'s services are limited to preparation, presentation and negotiation of their claim with the insurance company.

In consideration of the services provided by GCG, Inc., the Insured agrees to pay GCG, Inc. **eight percent (8%)** of any future amounts paid in excess of **\$7,100,110.73** to Insured by the insurance company, whether the result of a voluntary payment, payment of any appraisal award, or a settlement or satisfaction of any litigation relating to the Insured's contract and extra-contractual claim(s) under the policy ("**Insurance Proceeds**"). In addition, the Insured agrees to reimburse GCG, Inc. for authorized expenses memorialized in writing under a separate agreement, if necessary, engineering and other professional fees incurred. Payment will be due to GCG, Inc. on all partial payments and settlement amounts as paid by the insurance company. GCG, Inc. shall be named as an additional payee on check, drafts or other instrument of payment.

The Insured hereby grants GCG, Inc. an irrevocable and absolute assignment of any insurance proceeds recovered to the extent of any payment due GCG, Inc. hereunder for fees and expenses and hereby agrees that GCG, Inc.'s name shall be included on all drafts, checks or other instruments of payment issued by the insurance company or mortgage company.

In the event the Insured or the Insured's attorney requests GCG, Inc. to provide any services in addition to the services identified above in connection with any litigation, GCG, Inc. shall be entitled to payment at the rate of \$325.00 per hour, plus expenses, for such services.

Initials

March 28, 2023

Via Email (danielle@fmbgov.com)

Danielle Felton
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Subject : Town of Fort Myers Beach
Re : Contract and Notice of Representation

Insurance : Florida Municipal Insurance Trust
Insured : Town of Fort Myers Beach
Loss Address : All scheduled and respective locations
Policy Number: FMIT #0778
Claim Number: GM2022106859
Date of Loss : September 28, 2022
Cause of Loss : Hurricane Ian

Dear Ms. Felton:

I have enclosed our Contract and Notice of Representation for review and execution. Please sign and forward at your earliest convenience.

Upon receipt of the signed documents we will notify the carrier of our involvement and proceed to investigate the above-referenced wind loss.

Should you have any questions or concerns, please call me.

Sincerely,



Patrick H. Garrett SPPA, AIC, CGC

Encls: Contract and Notice of Representation

Tampa Office - 11308 North 53rd Street, Suite A, Tampa, Florida 33617 (Main)
Pensacola Office - 124 East Wright Street, Suite B, Pensacola, Florida 32502
877.INS.LOSS • garrettclaimsgroup.com

Conditions

- GCG, Inc. shall not make any settlement with the insurance company without the consent of the Insured.
- Pursuant to s. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive an insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in s. 775.082 , s. 775.083, or s. 775.084, Florida Statutes.
- **You, the insured, may cancel this contract for any reason without penalty or obligation to you within 10 days after the date of this contract by providing notice to GCG, Inc. submitted in writing and sent by certified mail, return receipt requested, or other form of mailing that provides proof thereof, at the address specified in the contract.**
- In the event any dispute arises between the parties concerning this Agreement resulting in litigation, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred.
- This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and no representations, inducements, promises or understandings not set forth herein have been made or relied upon by the parties. This Agreement may be changed or modified only in writing signed by both parties. All parties to this Agreement have the authority to enter into this binding agreement.
- The Insured hereby acknowledges receipt of a copy of this Agreement.

Dated and signed this 28th day of March 2023.

Garrett Claims Group, Inc.

Insured(s)

By: _____
Patrick H. Garrett, its President
Florida License # A093884

Signature(s)

Print Name(s)

Tampa Office - 11308 North 53rd Street, Suite A, Tampa, Florida 33617 (Main)
Pensacola Office - 124 East Wright Street, Suite B, Pensacola, Florida 32502
877.INS.LOSS • garrettclaimsgroup.com

NOTICE OF REPRESENTATION AND ASSIGNMENT

Date: _____

To: Florida Municipal Insurance Trust
Insured: Town of Fort Myers Beach
Insured Address: 2525 Estero Boulevard, Fort Myers Beach, FL 33931
Policy Number(s): FMIT #0778
Claim Number (s): GC2022106859
Location of Loss: All scheduled and respective locations
Date of Loss: September 28, 2022
Type of Loss: Hurricane Ian

Dear Madam/Sir:

Please be advised that Garrett Claims Group, Inc. (GCG, Inc.) is acting as the exclusive Adjuster on behalf of the above-named Insured(s) for the above-referenced loss. Please direct all future correspondence and communication by you or by anyone on your behalf to and through GCG, Inc. and/or the Insured's counsel, with copies of all correspondence mailed to the above-named Insured(s).

We hereby formally request the expeditious provision of a certified copy of the complete, applicable policy of insurance including all policy forms, declarations and endorsements.

Please be advised that the Agreement between GCG, Inc. and the Insured(s), a copy of which is enclosed, provides that GCG, Inc., by assignment, has an interest in this claim and any insurance proceeds. As provided in the parties' agreement, GCG, Inc. must be included as a payee on any draft, check or other instrument of payment for all or any portion of the claim. In the event payment is made in property, goods, and/or services, GCG, Inc. may have an interest therein. Failure to honor GCG, Inc.'s secured status may result in your multiple liability on this claim.

Dated this 28th day of March 2023.

Sincerely,

Garrett Claims Group, Inc.

Insured(s):

By: _____
Patrick H. Garrett, President
Florida License # A093884

Signature(s)

Print Name(s)

Pursuant to s. [817.234](#), Florida Statutes, any person who, with the intent to injure, defraud, or deceive an insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#), Florida Statutes.

1. **Requested Motion:**

Meeting Date: April 3, 2023

Selection of Town Attorney

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Council requested a search be conducted for General Legal Representation. A solicitation was prepared and advertised. The solicitation ran for 30 days on the Town website and DemandStar, a government services solicitation website. Qualifying criteria were included, such as a local office proximity within Manatee, Sarasota, Charlotte, Lee or Collier Counties and that the firm hold the additional Local Government Certification from the Florida Bar.

There were 13 downloads of our solicitation but only one firm, Trask Daigneault, LLP responded.

Trask's primary practice is in local government law with their office located in Clearwater, Florida, which is outside of our required geographic proximity. However, Trask proposed an attorney with residence in Babcock Ranch, Charlotte County. The contact telephone number was through the Clearwater Office.

The Council has the ability to either accept the one proposal from Trask Daigneault, LLP and proceed with the selection process, or reject the bid and choose to re-solicit.

Attachments:

1. RFQ-23-11- TCCC

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Danielle Felton,
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 3/28/2023
Approved - 3/28/2023
Final Approval - 3/28/2023

THE TOWN OF FORT MYERS BEACH



REQUEST FOR QUALIFICATIONS TO PROVIDE

TOWN OF FORT MYERS BEACH GENERAL LEGAL REPRESENTATION

RFQ-23-11-TC

Issued: February 13, 2023

Proposals Due: WEDNESDAY MARCH 15, 2023

2:00 p.m. LOCAL TIME

Prepared by:

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931
Email: bids@fmbgov.com
Phone: (239) 765-0202

Town of Fort Myers Beach

RFQ-23-11-TC

Town of Fort Myers Beach General Legal Representation

Solicitation Summary

ISSUE DATE: February 13, 2023

DEPARTMENT: Town Council

DUE DATE: March 15, 2023

TIME: 2:00 P.M., Local Time

The Town of Fort Myers Beach, Florida (Town) is soliciting proposals for Town Attorney Legal Representation. The Town will accept proposals from private law firms for the position of Town Attorney to perform all or part of the Legal representation of the Town (Applicant). Any Applicant wishing to submit a proposal must comply with the requirements contained in this Request for Qualifications (RFQ).

1. PROPOSAL SUBMISSION.

Request for Qualifications (RFQ) packages will be received by the Town of Fort Myers Beach, through www.demandstar.com until **2:00 PM LOCAL TIME** on **WEDNESDAY, MARCH 15, 2023**. Bids will be opened at **2:15 PM, WEDNESDAY, MARCH 15, 2023**, in the temporary Town Council Chambers at Town Hall, 2545 Estero Boulevard, Fort Myers Beach, FL. 33931.

General Project Description (for detailed description please refer to the full RFQ document):

2. MINOR INFORMALITIES.

The Town reserves the right to waive any informalities or minor irregularities; reject any and all proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposals in whole or in part with or without cause; and accept the Proposals which best serve the interests of the Town. The Town reserves the right to further negotiate fees and/or services with any Applicant.

3. NOTIFICATION.

Interested parties may obtain a copy of this RFQ as follows:

- Town website and or Demand Star
- Request via email from Bids@fmbgov.com:

4. CORRESPONDENCE.

The number of this RFQ must appear on all correspondence, or inquiries, pertaining to this RFQ.

5. NOTICE OF PUBLIC DOCUMENTS.

All Applicants are advised that under Chapter 119, *Florida Statutes*, all Proposal responses are deemed a public record and open to public scrutiny as provided for in said Statute.

6. LATE PROPOSALS.

Proposals received by the Town after the Due Date and Time will remain unopened and will not be considered. It is the sole responsibility of Applicant to ensure its Proposal is received by the Town through www.demandstar.com by the **March 15, 2023, 2:00 pm local time**.

7. POINT OF CONTACT.

For information concerning procedures for responding to this RFQ, contact the Contracts Manager via email at: Bids@fmbgov.com. Such contact shall be for clarification purposes only.

8. QUESTIONS AND ADDENDUM.

Written questions regarding this RFQ must be submitted to bids@fmbgov.com no later than by end of business day March 7, 2023. Addendums will be posted through demandstar.com and Town website. It is your responsibility to check for and acknowledge the receipt of all addendums (if any). Failure to do so may result in disqualification of your submittal.

9. DEFINITIONS.

The following definitions apply to this RFQ.

- A. REQUEST FOR QUALIFICATIONS (RFQ) - Town request for proposals from qualified Applicants.
- B. APPLICANT – Law firm submitting a Proposal.

- C. PROPOSAL – Applicant’s response to this RFQ.
- D. SUCCESSFUL APPLICANT – Applicant who is selected for the provision of Town Attorney Legal Representation.
- E. AGREEMENT – The Agreement, a sample of which is attached hereto and made a part hereof, between the Town and the Successful Applicant to perform the services described herein.

TABLE OF CONTENTS

SECTION 1: BACKGROUND AND RANGE OF SERVICES

SECTION 2: TERMS AND CONDITIONS

SECTION 3: RESPONSE REQUIREMENTS

SECTION 4: FORMS AND INSTRUCTIONS

Appendix A – Town Attorney Legal Representation Agreement

Appendix B – Federal Contract Provisions and Assurances

SECTION 1 - BACKGROUND AND RANGE OF SERVICES

1. GENERAL INFORMATION

The Town of Fort Myers Beach is an Equal Employment Opportunity (EEO) employer and does hereby announce it is accepting proposals from all qualified firms interested in providing the Legal representation generally described herein and specified in this RFQ document. The Successful Applicant shall provide by its qualifications, experience and a plan for the work that will best serve the overall needs of the Town. The selection of the successful Applicant shall be at the Town's sole discretion after receipt and evaluation of all Proposal responses. The Town shall be the sole judge of its own best interests, the Proposals and the resulting Agreement.

This document shall serve to provide interested parties with specific information as to the procedures for the selection of a law firm to serve as Town Attorney for the Town. The Town Attorney shall report directly to the Town Council and serves at the Council's pleasure to facilitate the effective and efficient operation of the Town.

2. TOWN OF FORT MYERS BEACH

The Town is a full-service town with a Council/Manager form of government. The Council members are elected at large for three-year alternating terms, and annually select a member to serve as Mayor. The Town Attorney and Town Manager report to and serve at the pleasure of the Town Council. The Town has approximately 85 employment positions and an annual operating budget of approximately \$20 million.

The Town provides a full range of services including Building Services (permits and inspections), Community Development (code enforcement, short and long term land use review and planning, zoning, support for administrative boards, and land development regulations), Cultural Resources (preservation of environmental and historical resources); Parking (beach and street parking and enforcement); Parks and Recreation (beaches, community pool, mooring field, parks and recreation facilities); Public Works (public infrastructure, roads, storm water, traffic, roads, water service); and administrative and financial support services.

3. BACKGROUND INFORMATION

Town Charter: As to the Town Attorney position, Section 8.01 of the Town's Charter provides:

There shall be a Town Attorney appointed by the Council, who may represent the Town in all legal proceedings and shall perform all other duties assigned by the Council. The Council may remove the Town Attorney for any reason by motion requiring three affirmative votes.

4. **RANGE OF SERVICES**

The Successful Applicant will perform all duties of the Town Attorney pursuant to the Town of Fort Myers Beach Town Charter and Code of Ordinances, including but not limited to:

- A. Attendance at all Council meetings, workshops, executive sessions, special meetings, administrative board meetings and all other meeting as required or directed by the Town Council, unless otherwise excused.
- B. Oversee and direct the legal activities and operations of the Town Attorney's office.
- C. Prepare, review, and approve all proposed legislation, ordinances, resolutions, contracts, deeds, leases, and other legal agreements requested by the Town Council, Town Manager and staff.
- D. Investigate complaints by or against the Town, prepare cases for trial, represent the Town in litigation, including administrative hearings, arbitration, and civil trials before county, state, and federal courts.
- E. Perform such other duties as directed by the Town Council.

Typically, there are twenty two (22) Town Council meetings annually held on the first and third Monday starting at 9 am, eleven (11) Town Council Management and Planning Sessions annually on the first Thursday of each month following the first Council meeting at 9 am, twelve (12) Local Planning Agency Meetings annually on the second Tuesday of each month starting at 9 am and Special Magistrate Hearings held on the last Thursday of each month starting at 9 am. There are two annual budget hearings annually which may be held at varying time in September. It is envisioned that the monthly retainer fee shall include all travel time to the Town of Fort Myers Beach, Lee County, FL., the review or preparation of all Town documents, email or text messages, in person meetings, video calls/meetings or phone calls or for legal advice or opinions from Town Council and Town staff. It is also expected for the Town Attorney to schedule a minimum of 8 hours per week for in person office consultations at their office located in Town Hall. Also see enclosed list of Illustrative Duties and Responsibilities.

Illustrative Duties and Responsibilities

The Town Attorney shall provide legal representation to the Town which may include, but not be limited to the following:

- a) Shall attend all regular meetings of Town Council. Town Council generally meets at 9:00 a.m. on the first and third Monday of each month. While special called meetings and workshop meetings may be held throughout the year, the Town Attorney attends only when it is anticipated that legal advice may be necessary.
- b) The Town Attorney or a qualified alternate shall attend the meetings of the Local Planning Agency that are typically held monthly and the Special Magistrate meetings which are held on a monthly basis.
- c) Draft, as necessary, and review ordinances and resolutions prepared by staff.
- d) Draft, as necessary, and review contracts, lease agreements, and easements in which the Town is a party or has an interest.
- e) Represent the Town in litigation, including administrative hearings, as may be requested and required. Assist and advise the Town Manager and staff regarding legal matters as necessary.
- f) Render oral and written legal opinions to Town Council, staff, and advisory boards including, but not limited to the Comprehensive Plan, Zoning and other Ordinances, and Land Development issues.
- g) Provide training to staff, Town Council, and boards and committees on the Sunshine Law and public records as well as ethics, discrimination, and harassment, etc.
- h) Participate in negotiations when requested.
- i) Remain apprised on legal issues and litigation that may be handled by other specialized firms, such as bond counsel, labor law, and casualty claims and coordinate the work of outside legal counsel as need and as directed by the Town Council.
- j) Respond to requests for legal assistance from Town Council and staff, including, but not limited to requests for attendance at meetings with outside regulatory agencies, mediations, court appearances and other meetings.

- k) Provide legal research at the request of Town Council and staff. Review staff correspondence regarding public records requests. Review and recommend settlement agreements regarding litigation and Code Enforcement actions.
- l) Serve as parliamentarian during Town Council meetings.
- m) Remain current on federal, state and local government law and legislative issues that may pertain to the operation of the Town and provide direction, as appropriate, to the Town Council and staff.
- n) Remain current on environmental issues, with particular emphasis on issues affecting barrier islands with sensitive environmental concerns.
- o) Significant experience with coastal land use and disaster recovery is desired.
- p) Provide such other Legal representation which are normally and routinely provided to Town government or which the Town Council or Town Manager may require including, but not limited to, legal representation related to personnel and employment, real estate transactions and the issuance of title insurance, finance and bonding, etc.

SECTION 2: TERMS AND CONDITIONS

1. CRITERIA FOR SELECTION AND EVALUATION

All proposals will be reviewed by the Town Council and will be evaluated on the ability of the individual or firm to meet the legal demands and requirements of the Town in a timely, reliable, effective, and efficient manner. Personal interviews maybe conducted at the discretion of the Town Council.

The Town reserves the right to waive any informalities or minor irregularities; reject any and all proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposals in whole or in part with or without cause; and accept the proposal which best serve the interests of the Town. The Town reserves the right to further negotiate fees and/or the range of services with any Applicant.

2. CONE OF SILENCE

Limitations on Communication-Cone of Silence: Applicants are advised that a Cone of Silence will be in effect during this RFQ. The Cone of Silence is effective from the date and time of issuance until award is made by the Town Council, excluding personal interviews. The Cone of Silence prohibits any communications, regarding this RFQ, between the Applicants or any Person representing the Applicants, and any member of the Town Council, the Council's staff, any Town employee authorized to act on behalf of the Town to award the Agreement under this RFQ, excluding personal interviews.

All correspondence regarding this RFQ must be in writing and must be directed to the Town's Contracts Manager, who is the only person authorized to receive such documents. The Cone of Silence does not apply to oral communications at any public proceeding, including oral presentations made to the Town Council, or negotiations during any public meeting. Further, the Cone of Silence shall not apply to negotiations between any employee and the Successful Applicant. The Cone of Silence shall terminate at the time the Town Council awards or approves an Agreement, rejects all responses, or otherwise takes action which ends the solicitation process.

[Remainder of page intentionally left blank]

SECTION 3: RESPONSE REQUIREMENTS

All Applicants are asked to be thorough yet concise in their Proposal responses.

1. APPLICANT INFORMATION

Provide information on Applicant as follows:

- A. Full legal contracting name including any d/b/a.
- B. Contact information for Applicant during this RFQ process.
 - Name
 - Phone
 - E-mail
 - Mailing Address
 - City, State, Zip

2. QUALIFICATIONS

Each Applicant shall submit information and documentation that confirms it meets the following qualification requirement(s):

- A. The law firm must designate the attorney who will serve as Town Attorney. With respect to the attorney designated as Town Attorney, the individual must meet the qualifications listed herein, and/or provide the following information:
 - i. Graduated from an accredited law school and be licensed to practice law in the State of Florida and be in good standing.
 - ii. No less than 10 years of progressively responsible legal experience with an emphasis in Florida local government law. Florida Bar Board Certification in City, County and Local Government Law, and Florida municipal government experience required.
 - iii. Experience and demonstrated expertise in legal areas including, but not limited to, code enforcement, drafting and negotiating complex agreements, labor/employment law, land use/zoning with emphasize of coastal environments, disaster recovery transactions, procurement, public records and ethics laws, general litigation, tort law experience, and an understanding of sovereign immunity.
 - iv. Experience and knowledge of local government and administrative law, advising elected bodies and administrative boards.
 - v. Exceptional interpersonal skills, composure, a team-oriented philosophy, and the ability to work with a variety of diverse groups and issues.
 - vi. Disclose and describe any bar grievances, disciplinary actions or investigations, and ethics actions or investigations; to include any additional attorneys that may be assigned to the Town engagement.
- B. The law firm must provide resumes of attorneys who will be assigned to the Town engagement, including a detailed description of the experience that each attorney possesses relative to local government/municipal law.

- C. A description of the general capabilities of the law firm, including information relating to total size and staffing, research capability, professional staff, and clerical support.
 - D. A review of the law firm's potential conflict of representation will be considered and will be an important factor considered in the selection of firm. The law firm must agree that it will not act as counsel in any lawsuit or other adversarial proceeding in which the Town, any of its departments, divisions and boards, or any Town official or employee is named as an adverse party; nor shall the law firm undertake any private representation of any party before the Town or any other board of the Town, in reference to any judicial or quasi-judicial hearing or proceeding, or any application, request for ruling or other determination, contract, claim, controversy, petition, or other matter, including lobbying, while retained as counsel to Town. In the event the law firm represents a pre-existing client or has a question regarding whether a proposed future representation may constitute a conflict of interest, the law firm shall immediately bring such matter to the attention of the Town Council for the purpose of having the Town Council determine, in their sole discretion, whether such representation is acceptable to the Town. All such determinations will be made on a case-by-case basis.
 - E. A description of the law firm's liability insurance coverage, and the law firm's ability to hold harmless, indemnify and defend the Town for losses, costs and expenses arising from any liability claims arising from the Legal representation agreement.
 - F. A detailed fee schedule describing a list of charges for all costs and services rendered, plus a clear delineation of matters that are included in a monthly retainer (if proposed) versus hourly billing is requested.
 - G. A detailed description of the range, scope, and method of providing Town Attorney services. It is the intent of this proposal element to allow respondents flexibility in describing and submitting their proposal for the provision of Town Attorney Legal Representation.
 - H. Firm must have a local Southwest Florida office in either Manatee, Sarasota, Charlotte, Lee or Collier County.
 - I. Respondent must demonstrate capabilities to full fill the Scope of Work within the bid.
 - J. Legal Experience. The Respondent should describe its legal experience, including the names, addresses and telephone numbers of at least three (3) clients, preferably including Municipal or County clients.
- Experience should include the following categories:
 - Experience advising local and county governments
 - Experience advising clients providing similar services through local taxation, fees, local, state and federal funds

SECTION 4: FORMS

1. AUTHORIZATION TO BIND APPLICANT

Each proposal must be signed by a Person who is legally authorized to bind the Applicant to the proposal by executing Form A, Proposal Submittal Signature Page (attached). Each Proposal shall remain valid for at least one hundred and fifty (150) days after the Due Date.

For Proposals submitted by a corporation they must be executed in the corporate name by the CEO or President; for Proposals submitted by an LLC they must be executed by a Member or Manager; for Proposals submitted by an LP they must be executed by a General Partner; and for Proposals submitted by a Partnership they must be executed by a Partner. His or her title must appear under his or her signature. If someone other than these authorized individuals execute the Proposal Submittal Signature Page, Applicant must provide documentation such as the company Articles of Organization or Operating Agreement that demonstrates the legal authority of the executor to sign on behalf of Applicant.

2. CONFLICT OF INTEREST

The award of the Agreement is subject to the provisions of Chapter 112, *Florida Statutes*. All Applicants must disclose within their Proposal by completing Form B, Conflict of Interest Disclosure, any potential conflict of interest.

Form A
Proposal Submittal Signature Page

By signing this Proposal, the Applicant certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions. The execution of this form constitutes the unequivocal offer of Applicant to be bound by the terms of its Proposal.

By signing this document, the Applicant agrees to all terms and conditions of this RFQ which includes the Sample Agreement and is prepared to sign the Agreement as written. Applicant understands that if it submits exceptions to the Agreement in its Proposal, Applicant may be determined non-responsive.

Failure to sign and submit this form may render the Proposal non-responsive.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Identification Number:

Acknowledged by:

Signature

Date

Printed Name and Title

Form A - Signature Authority

Indicate below Applicant's type of organization and provide the required documentation as applicable to demonstrate that the executor of Applicant's Proposal is duly authorized to execute on behalf of, and as the official act of, Applicant.

Select	Type of Organization	Officer Who Signed Proposal Submittal Signature Page	Required Authorizing Documentation
☐	Corporation	President, Vice President, or Chief Executive Officer	None
☐	Corporation	Director, Manager, or other title	Corporate resolution
☐	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
☐	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
☐	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
☐	Partnership	Partner	None
		CEO, Director, Manager or other title	Authorizing documentation

- ☐ Documentation is not required.
- ☐ The required authorizing documentation is included with Proposal.

Form B, Conflict of Interest Disclosure

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest in the award of this Agreement.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Select the statement below which applies to Applicant and, if applicable attach supporting information.

- ☐ To the best of our knowledge, the undersigned has no conflict of interest as defined in Chapter 112, *Florida Statutes*.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest.

Acknowledged by:

Signature

Date

Printed Name and Title

Appendix A, DRAFT Legal Representation Agreement

TOWN OF FORT MYERS BEACH, FLORIDA
TOWN ATTORNEY LEGAL REPRESENTATION AGREEMENT

The Town of Fort Myers Beach, Florida, a municipal corporation, with its principal place of business at 2525 Estero Boulevard Fort Myers Beach, FL 33931 (the "Town") and, _____, with offices located at _____, (the "Firm") for and in consideration of the mutual covenants contained in this Town Attorney Legal Representation Agreement (the "Agreement") and other good and valuable consideration, mutually agree as follows:

WHEREAS, the Town desires to employ the services of the Firm as Town Attorney as further specified herein; and

WHEREAS, the Town and Firm desire to engage in a stable and flexible contractual relationship whereby the Town can achieve pricing efficiencies for Legal Representation and the Firm is available to provide service as Town Attorney as required by the Town Charter, as well as additional authorized Legal Representation on as as-needed basis in a thoughtful and effective manner, and

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

1. Recitals. The forgoing recitals are true and correct and incorporated into this Agreement herein as if set forth in full.

2. Selection of Firm. The Firm will provide Legal Representation as the Town Attorney to the Town as required by the Town Charter of Fort Myers Beach (the "Town Charter") and as described herein. For purposes of this Agreement, the primary attorney to serve as Town Attorney shall be _____ with _____ serving as the alternate or backup in the event of _____ unavailability, if and when needed (the "Designated Attorneys"). As such, the Designated Attorneys from the Firm shall serve as Town Attorney for the Town pursuant to and in accordance with the Town Charter and the Code of Ordinances. The Firm was selected based upon the Firms substantive knowledge of governmental law.

3. Professional Legal Representation. The Firm shall perform such services customarily associated with the Town Attorney and such other services as may be directed or requested by the Town Council or Town Manager.

4. Compensation, Terms, and Conditions. The Firm shall perform the Town Attorney Legal Representation set forth in Exhibit A in accordance with the Fee Schedule set forth in Exhibit B, payable in full within 30 days of the Firm's submission of a monthly itemized invoice for services rendered.

5. Duration and Termination. This Agreement is effective as of _____, 2023. Designated Attorneys through the Firm, shall provide Town Attorney Legal Representation as required by this Agreement and may not be substituted without the consent of the Town. The term of this Agreement shall be for one (1) year, and thereafter may be renewed for two (2) additional one (1) year terms upon written agreement of the Town and Firm. Notwithstanding the foregoing or any other provision set forth herein, this Agreement may be terminated at the will of the Town or by the Firm upon giving sixty (60) days prior written notice of the termination of this Agreement.

6. Administration. For ease and convenience of administration and to the extent not in conflict with the Town Council or Town Charter, the Town hereby designates the Town Manager to provide policy direction and instructions to the Designated Attorneys in the administration of the duties and professional legal service set forth herein, and to manage and administer the terms and provision of this Agreement on behalf of the Town.

7. Insurance. The Firm shall maintain in full force and effect professional liability insurance in an amount not less than \$1,000,000 per claim and shall, upon the request of the Town, provide evidence of such coverage.

8. Notices. All notices under this Agreement shall be in writing and shall be provided to Town at 2525 Estero Boulevard Fort Myers Beach, FL 33931, Attention Town Manager, and to Town Attorney and Firm at _____.

9. Non-Liability for Costs and Expenses. The Town shall defend the actions of the Firm in performing legal services on behalf of the Town. The Firm shall not be liable for actual, incurred costs or expenses that are reasonable and necessary, and shall be reimbursed by Town for any actual reasonable and necessary expenses paid by the Firm in connection with the carrying out its duties hereunder. The Town is responsible for all such costs incurred on the Town's behalf. These items are separately itemized on our statements as "costs advanced" or "disbursements" and will be itemized and billed to you on a monthly basis. To the extent practical, the Firm will take all steps to minimize costs. Unless otherwise agreed in writing, the Town shall be liable for all fee bills rendered pursuant to this Agreement.

10. Appointment. Pursuant to the Town Charter, the Town hereby appoints the Designated Attorneys, through the Firm, as Town Attorney for the Town of Fort Myers Beach, Florida. The Town Manager is directed and authorized to use and consult with the Firm for Town Attorney Legal Representation and Special Legal Services when and if authorized as more specifically set forth on Exhibit A.

11. Conflict of Interest. By executing this Agreement, the Firm covenants it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly and such interest which shall conflict in any manner with the performance of Firm's services any obligations under this Agreement.

12. Public Records. The Firm shall maintain files, available for inspection by the Town Manager or his designee, containing documentation of costs and fees incurred in connection with this Agreement. In accordance with Chapter 119, *Florida Statutes*, any documents of any nature produced pursuant to this Agreement shall be public record to the extent required by law. Neither the Firm nor any individual employed under this Agreement shall have any proprietary interest in any product(s) delivered under this Agreement. The reasonable cost of preparing and photocopying the documents for the Town may be charged for said services.

13. Powers Conferred on Attorney. The Firm, through Designated Attorney's has the authority to file any papers necessary and proper in any action which it is authorized pursuant to the terms of this Agreement to prosecute and defend on behalf of the Town and the right and authority to do any and all things necessary and proper to protect the interest of the Town. Any attorney employed by the Firm may provide legal support services or representation under this Agreement.

14. Town Attorney Client. Only the Town of Fort Myers Beach, Florida, acting by and through its Town Council, as a collegial body, shall be considered the Firm's client.

15. General Terms and Conditions.

a. This agreement is the sole agreement covering the Firm's representation of Client in this matter and supersedes any prior agreements or understandings, whether written or oral. Any modification of this agreement must be in writing, signed by both parties. If any part of this Agreement shall for any reason be found unenforceable, the parties agree that all other portions shall nevertheless remain valid and enforceable. It is understood that Firm does not guarantee the accomplishment of any result, but agrees to use its best efforts to achieve a favorable result the Town's behalf. The Town understands that all expressions about the outcome are only opinions.

b. The laws of the State of Florida will govern the interpretation of this Agreement, including all rules or codes of ethics which may apply to the provision of services by the

Firm. Further, by executing this Agreement, the parties agree that the County or Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida shall have jurisdiction over the parties to this Agreement and shall be the only venue for any dispute concerning this Agreement or the services rendered herein to the exclusion of all other venues including Federal Court.

c. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

d. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an agreement in writing signed by the parties.

e. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

f. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

WAIVER OF JURY TRIAL: TOWN HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR FIRM'S ACCEPTING REPRESENTATION OF TOWN.

IN WITNESS WHEREOF, the parties have caused this Town of Fort Myers Beach, Florida Town Attorney Legal Services Agreement to be executed this ____ day of _____, 2023.

ATTEST:

TOWN OF FORT MYERS BEACH

Amy Baker, Town Clerk

Dan Allers, Mayor

FIRM:

By:
Its:

EXHIBIT A
DRAFT TOWN ATTORNEY LEGAL REPRESENTATION AGREEMENT TERMS

1. The Firm will provide legal services as Town Attorney consistent with the Town Charter.
2. The Town Attorney services described herein are to be provided in concert with the Town Council, designated officials and staff of the Town, including the Town Manager, Department and Division Directors. Such legal services shall encompass the following:
 - a. Attend and participate in agenda review staff meetings, prepare for and attend Town Council meetings, workshops, and attorney-client sessions, if and when deemed necessary, or any other special meetings convened by the Town Council.
 - b. Review and approve as to form and legal sufficiency ordinances, resolutions and contracts presented to the Town Council.
 - c. Participate in standing weekly conference calls at a time mutually agreed to by Town Manager, Town Attorney and, if applicable, Town staff to identify and discuss outstanding legal issues, share information associated with services to be provided by the Firm, and address the means to serve the Town's legal needs.
 - d. Provide legal advice to the Town Council members and participate in individual meetings and conference calls in order to provide advice regarding Town Council agenda items or ethics inquiries.
 - e. Maintain on-site office hours of no less than 8 hours per week.
 - f. Provide legal advice to the Town Manager and Town staff and participate in meetings and conference calls with the Town Manager and Town staff, if and when necessary to identify and discuss outstanding legal issues.
 - g. Represent the Town in any administrative and/or court proceedings, including appellate matters, as directed by the Town Council.
 - g. Monitor and report on the progress of legal services handled or represented by outside legal counsel.
3. Special legal representation not listed above. Before undertaking any legal representation not listed above, the Town Attorney will solicit and obtain direction from the Town Council or Town Manager to undertake the specific legal matter.
4. Costs and Expenses. The Firm shall only charge for actual costs and expenses incurred and invoiced by the Firm on behalf of this engagement.
5. Billing and Payment. The Firm will provide the Town with a monthly itemized invoice for services rendered and any expenses incurred in connection with the Firms representation of the Town. The Firm will provide invoicing data corresponding to the Town's cost centers.

EXHIBIT B
TOWN ATTORNEY LEGAL REPRESENTATION COSTS & FEE SCHEDULE

**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...																	
		DBE? Y N		CONSTRUCTION ? Y N																	
		MBE? Y N		CONSULTATION? Y N																	
		WBE? Y N		OTHER? 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	M/WBE	VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)																
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 style="text-align: center;">Black American</td> <td style="text-align: center;">BA</td> </tr> <tr> <td style="text-align: center;">Hispanic American</td> <td style="text-align: center;">HA</td> </tr> <tr> <td style="text-align: center;">Native American</td> <td style="text-align: center;">NA</td> </tr> <tr> <td style="text-align: center;">Subcont. Asian American</td> <td style="text-align: center;">SAA</td> </tr> <tr> <td style="text-align: center;">Asian-Pacific American</td> <td style="text-align: center;">APA</td> </tr> <tr> <td style="text-align: center;">Non-Minority Women</td> <td style="text-align: center;">NMW</td> </tr> <tr> <td style="text-align: center;">Other: not of any other group listed</td> <td style="text-align: center;">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																				
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 TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:					DATE																

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
