



Fort Myers Beach Town Council

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

Agenda

Monday, May 15, 2023

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS**
- VIII. APPROVAL OF MINUTES**

- A. Town Council May - 1, 2023
- B. Management & Planning Session - May 4, 2023

IX. CONSENT AGENDA

- A. Resolution 23-51, Utility Vehicle Replacement
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A PIGGYBACK CONTRACT BETWEEN THE TOWN AND TAMIAMI FORD, INC. IN AN AMOUNT NOT TO EXCEED \$49,054.38, UTILIZING COLLIER COUNTY CONTRACT 19-7522, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT, EXPEND FUNDS, AND TAKE ALL APPROPRIATE ACTIONS TO PURCHASE A REPLACEMENT UTILITY VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE.
- B. Bay Oaks Youth Programming
Accept the Fort Myers Beach Community Foundation donation of \$8,000.00 to be used towards Bay Oaks youth programming.

- C. RFP-23-13-CR; Partial Re-Roof of Mound House
Approve the Selection Advisory Committee's recommendation in response to RFP-23-13-CR entitled Partial Re-roof of Mound House, and authorize the Town Manager to negotiate and execute an agreement with Crowther Roofing and Sheet Metal of Florida, Inc.
- D. RFP-17-29-AD; Emergency Debris Removal
Approve 60 day extension of debris removal services agreement with Crowder Gulf

X. PUBLIC HEARINGS

- A. Ordinance 23-05; Temporary Housing
Final Reading and public hearing for proposed Ordinance 23-05 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE PLACEMENT OF TEMPORARY HOUSING AND TEMPORARY GOVERNMENTAL USE FACILITIES IN SPECIFIED ZONING DISTRICTS OF THE TOWN, PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, SUNSETTING OF THIS ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE.
- B. Ordinance 23-07: Parallelogram Lot Setbacks
1st Reading and Public Hearing on proposed Ordinance 23-07 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 34, ARTICLE II., DIVISION 6, ADDING SECTIONS 34-269 PARALLELOGRAM LOT SETBACKS, AND ASSOCIATED DEFINITIONS IN CHAPTER 34, ARTICLE I., SECTION 34-2 DEFINITIONS; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on June 5, 2023 at 9:00 AM

XI. ADMINISTRATIVE AGENDA

- A. Resolution 23-45; Interlocal Agreement regarding Fort Myers Beach Elementary
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF LEE COUNTY AND THE TOWN OF FORT MYERS BEACH REGARDING THE REBUILD, EXPANSION AND OPERATION OF FORT MYERS BEACH ELEMENTARY SCHOOL; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR AND AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- B. Beach Profile Monitoring Survey
Authorize Town Manager to approve Supplemental Task Authorization #16 Contract RFQ-20-06-AD for the 2023 Annual Beach Profile Monitoring Survey.
- C. SB-4A Grant
Approve submission of a grant application to the SB-4A Waiver program.

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

- A. SWFLC Voting Member
Appoint Council Member John R. King as a voting member representing the Town to the Southwest Florida League of Cities Board of Directors.

XVI. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

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



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

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



Fort Myers Beach Town Council

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

Minutes

Monday, May 1, 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 Veatch moved to approve the final agenda; second by Council Member Woodson.
Motion carried unanimously.

V. PUBLIC COMMENT

Cindy Johnson, resident, discussed the bright white lights on Estero and noted the FWC (Fish & Wildlife Conservation Commission) did not approve the installation of those lights. She stated that it was unfortunate that the lights were installed and played a recording regarding shielding white and amber lights.

Steve Johnson, resident, brought up white lights versus amber lights and described the history of lighting studies. He stated that the white lights were not compliant and brought up legal penalties for harming the turtles.

Jennifer Rusk, resident, had contacted the Treasure Island police department regarding their amber lights and reported that they had no problems with them. She read the FPL (Florida Power & Light) pledge regarding protecting wildlife and habitat. She asked that the town and FPL follow the state guidelines and use amber lights in addition to shielding.

Mary Rose Spalletta, resident, opposed white lights on Estero Blvd. at any time of the year. She discussed light management and safety for both humans and wildlife. She did not support temporary white lights.

Leah Gregg, resident, noted that Eric Culling from FPL stated that properly shielding amber fixtures would meet FWC requirements and would not need to be turned off. Shielding the current lighting fixtures would not meet FWC requirements and would have to be turned off. She read data from studies disputing the safety of bright white lights. She noted the town was responsible for using the lights required by law.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Veach stated today was the official start of sea turtle nesting season. He felt the insurance village event was impactful.

Council Member Woodson acknowledged Beach Talk Radio and their back pack event at Snug Harbor for the children's foundation. She thanked everyone who contributed. Vice Mayor Atterholt discovered old advisory committee placards in the town hall wreckage and read off the names so people could pick them up if they desired. Town Clerk Baker will have them at the temporary town hall.

Council Member King welcomed Town Manager Hyatt and thanked Interim Town Managers Wilkins and Holley.

Mayor Allers welcomed Town Manager Hyatt.

A. Proclamation: Safe Boating Week 2023

Mayor Allers read the proclamation. Greg Masonick from the US Coast Guard stated the Coast Guard was there to assist the town and thanked Mayor Allers for the proclamation. Dan Easton thanked the town for recognizing the importance of the week and the importance of wearing a life jacket.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

Steve Johnson, Chair of MERTF (Marine & Environmental Resources Task Force), reported that the artificial reef from the Big Carlos Bridge rubble would be located four miles northwest of the pass in about 25 feet of water. The fishing pier would be accessed on the Lovers Key side with full access. Council Member Woodson added that the north entrance would be blocked off during construction.

VIII. APPROVAL OF MINUTES

A. Town Council April 17, 2023

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

Motion carried unanimously.

IX. PRESENTATION

A. Presentation: Florida Power & Light (FPL)

Mayor Allers clarified that the town requested funds for an all-amber solution from the legislature.

Charlotte Miller of FPL External Affairs stated that FPL was committed to preserving the environment and sea turtles. She noted they were there to present a temporary solution until the amber light appropriation dollars were

approved. She described the lighting situation after the hurricane and noted the sodium lights were replaced with LED lights; however, the locations were the same. Eric Culling from the FPL Lighting Services Group commented that amber options were available when the LED lights were installed but did not meet the town's standards.

Mr. Culling distributed a handout and presented two options. He indicated there were a total of 131 locations on Estero Blvd. and 88 were replaced. The first option was a no-cost upfront change to the existing amber LED fixture approved by the FWC and in the FPL tariff catalog. He provided a breakdown of a per-month increase of \$113.00 for 131 units. The second option was to provide shielding for the existing lights and additional shielding for the remainder of the 131 units. He described the difference in lumen output between the LED and amber lights.

He did not consider that shielding the existing white lights would comply with state regulations. The amber option presented would have to be shielded on the beachside. He described the difference between high-pressure sodium lights and LED amber lights. He stated that FPL would replace all existing fixtures with amber fixtures at no upfront cost to the town.

Interim Town Manager Wilkins thanked Cindy Johnson for putting him in touch with a biologist from FWC. The biologist told him that neither shielded white nor unshielded amber lights were compliant. Sea turtle disorientations were reported to the FWC and the offending light would be turned off immediately. She was aware of the difficult situation this year.

Vice Mayor Atterholt questioned whether filling in all the lights with amber fixtures would offset the brighter white lights. Mr. Culling replied that uniformity was very important and would assist in putting light where there was none.

He indicated it would take until turtle season 2024 to complete the final amber lighting on Estero Blvd. if appropriations were approved. He was confident he could install 131 amber fixtures by June 1, 2023.

Mayor Allers stated that the \$7.9 million lighting system would be town-owned and include FPL maintenance for 10 years. Mr. Culling verified that the cost included new poles. Council Member Veach brought up burying the lines and Mr. Culling confirmed the system would be underground.

Council Member Woodson verified that the interim solution was to put amber fixtures on 131 poles with temporary amber lights. Mr. Culling indicated the difference between the temporary amber lights and the new amber lights was the lumen outputs.

Vice Mayor Atterholt supported an all-amber solution that was compliant with state regulations.

Council Member Woodson was in favor of the temporary solution.

Council Member Veach concurred and noted the lights would not be as bright as the final fixture.

Council Member King was on board.

Mayor Allers stated that it was important for people to know that it would not be nearly as bright on Estero Blvd. and to be careful.

X. CONSENT AGENDA

Council Member Veach moved to approve the consent agenda; second by Mayor Allers.

Motion carried unanimously.

A. FL Sea Grant letter of support

Council Member Veach moved to approve support for research funding; second by Mayor Allers.

Motion carried unanimously.

B. Resolutions 23-37 through 23-43; Extension of State of Local Emergency

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.

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

Motion carried unanimously.

C. Resolution 23-41 Matanzas Pass Bridge Maintenance Agreement

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A MAINTENANCE AGREEMENT FOR THE MATANZAS PASS BRIDGE BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE TOWN; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

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

Motion carried unanimously.

D. FMB Elementary Spring Music Performance

Special Event - FMB Elementary Spring Music Performance

Council Member Veach moved to approve the special request; second by Mayor Allers.

Motion carried unanimously.

XI. PUBLIC HEARINGS**A. Ordinance 23-05; Temporary Housing**

1st Reading and public hearing for proposed Ordinance 23-05 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE PLACEMENT OF TEMPORARY HOUSING AND TEMPORARY GOVERNMENTAL USE FACILITIES IN SPECIFIED ZONING DISTRICTS OF THE TOWN, PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, SUNSETTING OF THIS ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on May 15, 2023 at 9:00 AM

Mayor Allers read the title of the ordinance. Town Attorney Herin, Jr. noted that the LPA (Local Planning Agency) unanimously recommended approval of the ordinance. He pointed out that the Town Council would have to vote by super majority to schedule the second reading at 9:00 a.m. instead of after 5:00 p.m. as required by state law.

No public comment.

Council Member Woodson questioned whether there was a provision to extend the time a property owner could keep trailers on their property. Town Attorney Herin, Jr. replied affirmatively and noted that homeowners had to prove they were moving forward to receive an extension. One trailer per lot was allowed, but people with larger parcels could request a waiver to accommodate additional units. Council Member Woodson questioned whether the units could be rented out to people. Town Attorney Herin, Jr. replied that the intent was for the trailers to be owner-occupied only. The ordinance provided a sunset provision 18 months from the effective date.

Town Attorney Herin, Jr. will monitor the state legislature's activities regarding the ordinance.

Council Member Woodson questioned whether the town was enforcing how many RVs were on private property. Interim Town Manager replied affirmatively.

Council Member King moved Ordinance 23-05 to a second reading on May 15, 2023; second by Council Member Woodson.

Motion carried unanimously by roll call vote.

Council Member Woodson moved that the second reading on May 15, 2023, will be held at 9:00 a.m.; second by Council Member King.

Motion carried unanimously by roll call vote.

XII. ADMINISTRATIVE AGENDA**A. Resolution 23-44; Community Development Staffing and Related Budget Adjustment****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING BUDGET AMENDMENT #1 TO THE TOWN'S ADOPTED FISCAL YEAR 2022-3023 BUDGET, ATTACHED AS EXHIBIT "A"; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Mayor Allers read the title of the resolution. Finance Director Joe Onzick stated that since the town had an increase in permit revenue, code enforcement was moved out of the general fund into the building fund where permanent revenue would fund it. He explained the adjustments to the one-page color-coded summary of the general and building funds. He noted a net change of zero within the general fund and explained the change in the building fund. He stated that the revenue covered a fully staffed functional permitting department and when the permit revenue dropped, staff would be adjusted. He confirmed that insourcing personnel were covered in the figure. Community Development Director Steve Poposki explained that the in-house shift from outsourcing was included in the increased revenue projections. He stated that he included a list of personnel he would like to hire to provide faster and better service.

Vice Mayor Atterholt questioned whether inspectors were considered in the enforcement division or whether they were considered in-house in the permitting division. Director Poposki replied that they were in the general fund because they also responded to non-building code violations. He indicated that they were solving three problems. The town's level of service would be enhanced, code was shifted into the building division because they are enforcing the building code and they would ensure they had enough resources to accomplish the task. Interim Town Manager Wilkins added that the fees were legally restricted to supporting building permits.

Director Poposki stated he would recruit for the positions immediately, but finding skilled and licensed people for permits and plan review would take time. He noted that two new employees started this morning and two more were expected in another week. One of his goals was to provide more consultation with homeowners to prevent applications from being resubmitted several times.

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

Motion carried unanimously.

B. Resolution 23-33; Florida Department of Economic Opportunity (DEO)
Emergency Bridge Loan

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN DOCUMENTS BETWEEN THE LOCAL GOVERNMENT AND THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY FOR A PRINCIPAL AMOUNT OF \$11,900,000 TO FUND GOVERNMENTAL OPERATIONS; MAKING CERTAIN FINDINGS OF PARAMOUNT PUBLIC PURPOSE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE INDEBTEDNESS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE PROMISSORY NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING AN OFFICIAL WITH AUTHORITY TO EXECUTE DOCUMENTS WITH RESPECT TO THE LOAN; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Interim Town Manager Holley explained what was happening in the state legislature regarding appropriations and a new program through the DEM (Department of Emergency Management) for revenue replacement. The program allowed the state to fund the town's needs and if money came in from another source, the town would reimburse the state funds.

Vice Mayor Atterholt questioned how the town would prioritize and differentiate between the town's needs and state and county applications for funds. Interim Town Manager Holley responded that interim Town Manager Wilkins was working with Tidal Basin regarding long-term planning and priorities. He stated it would take a lot of work and planned to meet with Tidal Basin in the afternoon. Vice Mayor Atterholt encouraged Council members to consider extending the consulting services with Mr. Holley and Mr. Wilkins.

Vice Mayor Atterholt moved to approve the resolution; second by Mayor Allers.

Motion carried unanimously.

C. RFQ-22-25-AD; Ongoing Misc. Professional Services

Approve and authorize the Town Manager to execute contracts with the top ranked firms under each category for Ongoing Miscellaneous Professional Services.

Interim Town Manager Wilkins noted the top five under each category were recommended to be retained for three years on professional service agreements.

Council Member King moved to approve authorization; second by Council Member Woodson.

Motion carried unanimously.

XIII. FINAL PUBLIC COMMENT

Terry Persaud, resident and business owner, stated that he had not received a response from the town regarding his settlement offer. He noted that the federal court ordered mediation on May 15, 2023. He pointed out that most of the fines were in dispute and hoped they could reach an agreement in mediation.

XIV. TOWN MANAGER'S ITEMS

Interim Town Manager Holley welcomed Mr. Hyatt. He reported that the town was awarded a \$10 million grant for the stormwater, which Tidal Basin administered. He noted that the money would supplement the \$60 million loan. The next M&P will include presentations from FEMA, Tidal Basin and Resilient Lee to kick off visions for the island.

Interim Town Manager Wilkins thanked the council and felt Mr. Hyatt would do a great job.

Town Manager Hyatt talked about improvements, transparency and a great opportunity.

Vice Mayor Atterholt discussed extending the contract in some capacity for Mr. Holley and Mr. Wilkins. Mayor Allers stated that the decision had to be between the three men. Vice Mayor Atterholt strongly supported a continued partnership because he did not feel one person could do what needed to be done. Council Member King agreed with Mayor Allers and suggested hiring a grant writer to secure funds. Council Member Veach felt that it was important for Mr. Hyatt to be in charge as the new town manager, but he supported any agreement Town Manager Hyatt wanted. Council Member Woodson suggested that they look at a consultant arrangement based on upcoming projects for the next 60-90 days.

Mayor Allers stated that they hired Town Manager Hyatt for a reason and he was comfortable with the three of them discussing their needs. Town Manager Hyatt acknowledged it would take some time to get up to speed and was open to a conversation with the interim managers.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. congratulated Mr. Holley and Mr. Wilkins for their help. He noted the town continued to work with the Lee County School Board regarding the beach elementary school. He received an updated draft of the interlocal agreement and will have it for the Town Council's review by the next meeting. Vice Mayor Atterholt added behind-the-scenes details.

Town Attorney Herin, Jr. reported that the Rood and Kroemer lawsuit had been dismissed and he was still waiting for confirmation that the Bert Harris claim was dismissed.

Town Attorney Herin, Jr. stated that he was putting a directive together to present to Mr. Persaud's attorney and would keep the council updated.

The Audubon appeal was filed, and he explained the procedural quirk before the lawsuit was back in the town's lap. It was anticipated that the town would file a joint response with Mr. Rood and Mr. Kroemer's attorney.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Veach brought up the block grant and Resilient Lee. The consultants encouraged people to think big and he noted that the grant had a housing angle to it. He mentioned burying power lines and things that would make the town stronger and more resilient, like hardened cell towers and backup power. He noted there were a lot of opportunities for the town. Vice Mayor Atterholt suggested that Council Member Veach come up with a strategy so everyone was on the same page going forward. Council Member Veach said they should discuss a strategy at their next M&P session. He brought up all the different grants available with different streams and restrictions and if Tidal Basin was not managing that aspect, someone should be hired to follow through. He suggested that people be allowed to attend the Resilient Lee meeting virtually and he would meet with the Communications Coordinator to alert the public of the meeting. He noted that Sanibel purchased new software for their building department and suggested the town look into the software. Interim Town Manager Holley responded that they were looking at new software programs for three departments. He reminded everyone of the Resilient Lee meeting on Thursday from 6-8 p.m. at DiamondHead regarding the town's future.

Council Member Woodson felt it was important to carry the Thursday evening meeting live and make it available to everyone not in town. She stated many streets were underwater after light rain or high tide, especially Bahia Via. She asked whether those areas would be addressed. Interim Town Manager Holley replied that they were currently cleaning out the sand in the system and it should be completed by early June. He will provide an activity report. Council Member Woodson suggested updating the town's mission statement to reflect the cultural change of the town. Town Manager Hyatt noted he would ensure the Resilient Lee meeting was broadcast.

Vice Mayor Atterholt agreed with a new mission statement. Best Western asked when they would receive the sand for the emergency berm. Environmental Project Manager Chadd Chustz responded that the north side of the beach was not funded because it was categorized as an engineered beach and did not qualify. They should receive sand in the fall during the renourishment project.

Vice Mayor Atterholt questioned when the scours outside the emergency berm would be filled. Project Manager Chustz revealed that several projects were applied for, including an emergency berm on the north end and sand for the Big Carlos Pass. He deferred to Coastal Engineering.

Culture, Parks & Recreation Director Jeff Hauge stated that the TDC (Tourist Development Council) approved most of their funding requests. The tiki huts will be replaced and temporary restrooms added, but he did not know the status of the new building.

Council Member King questioned the status of the porta-potties that were zip-tied. Interim Town Manager Holley received support to change contractors. Interim Town Manager Holley explained that the fire department did not do anything different regarding Bay Oaks and it was the town's fault the plans were not in-house. He noted DRMP would do the architectural renderings for the fire department. The project was delayed by about 4.5 months.

Mayor Allers indicated the Florida League of Cities requested nominations for secretary. Council Member King will look into the details of the position and get back to Mayor Allers. Mayor Allers agreed to attend the Tampa Bay Regional Resiliency Summit on May 4, 2023, but he thought the meeting was on May 5. He will contact the director concerning sending a replacement.

Town Attorney Herin, Jr. noted he would be out of town from May 18 through May 24, 2023, to attend his son's college graduation. He added that he would be available by email or phone if there was an emergency.

XVII. ADJOURNMENT

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

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



Fort Myers Beach Management & Planning Session

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

Minutes

Thursday, May 4, 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

A. Laguna Channel Dredge Project

Laguna Channel Dredge Project

Interim Town Manager Wilkins stated that he needed direction on whether to move forward. Approximately \$150,000.00 of the \$300,000.00 was received and those funds were returned.

Vice Mayor Atterholt encouraged the Laguna Shores neighborhood association for their input. He noted that the fees were taken out of utility bills but doing it through the property tax bill would spread the cost over several years. He encouraged the town manager to meet with the association.

Mayor Allers questioned whether the town could afford an island-wide survey since Ian did so much damage. Interim Town Manager Wilkins replied that the 2005 survey had to be updated to start. Geotechnical data for the Lagoon channel will cost \$6,500.00. There are approximately an additional 30 canals. Mayor Allers questioned whether FEMA would reimburse the town for the project.

Interim Town Manager Wilkins replied that Tidal Basin would address his question.

Town Attorney Herin, Jr. explained that a special assessment would spread out the payments for 20 years and appear on property taxes.

Council Member Veach questioned setting a precedent for dredging every canal and noted that the town's share would be \$9 million without additional funding. He mentioned Resilient Lee and wondered whether additional funding was available since the town was dealing with water quality issues in the canals.

Council Member Woodson commented that every canal needed attention and agreed with getting Resilient Lee involved. She supported dredging all the canals if the town could do it cost-effectively.

Council Member King agreed that all canals had to be done.

Mr. Schoonover stated that Bruce Butcher and Mike Poff spearheaded the campaign before Ian but he would pass the information to them.

Town Attorney Herin, Jr. noted that the special assessment stayed with the property. Generally, all benefited properties were assessed and would have to pay a proportionate share based upon whatever the methodology and total cost was. Private canals would be charged separately and not shared by everyone else. If they decided to opt out, it would not affect the rest of the dredging.

Town Manager Hyatt will speak with consultants to determine an estimate of the cost to assess all canals.

B. Presentation: Tidal Basin

Hurricane Ian Recovery Update

Anne Compson from Tidal Basin utilized PowerPoint for her presentation. She reviewed the information distributed to members and stated she would provide a monthly report addressing the prior month moving forward. Spreadsheets will be maintained to address specific funding sources, FEMA projects, hazard mitigation projects, state appropriations, unfunded or underfunded projects and a flow chart of how things move through FEMA. She explained Tidal Basin's responsibilities to the town and indicated they were being paid by the town, but the costs would be reimbursed. She stated that they were becoming involved with Resilient Lee and keeping track of where things were going. Tidal Basin will make sure the town maximizes all opportunities.

Vice Mayor Atterholt questioned whether Tidal Base wrote grants. Ms. Compson replied affirmatively and added that they had been writing grants and continued to search for opportunities. She added that the canals were considered a priority project.

The presentation started with a summary of the funding. Slides include: FEMA, HMGP, CDBG-DR and Alternate Funding; FEMA Public Assistance; Hazard Mitigation Grant Program - Sec. 404; Community Development Block Grant Disaster Recovery (CDBG-DR); Examples of projects that can be funded with PA, HMGP and CDBG-DR; and Alternate/Additional Assistance. Eliza Supriana, from Tidal Basin was responsible for securing the \$10 million grant for the stormwater. She explained that there were several significant grants available and she was constantly searching for funding sources for the town. She indicated that bills coming out of the legislature would identify

different opportunities.

She reviewed the report of Tidal Basin's accomplishments for the prior month. She referred to the obligation graph on the right-hand side of the folder and explained the process. She will provide the information to the Communications Coordinator to post on the town's website. Ms. Supriana noted she was waiting to hear back from FEMA inspectors regarding the 50% ruling for Town Hall next week. She stated she had a couple of projects ready to be submitted to FEMA or for reimbursement from the state. She reviewed the state legislative appropriations submitted in February for a total of \$52.6 million. She indicated that some grants were not tied to one specific component in order to be strategic with the funds. Eliza offered to provide grant information for 501(c)(3) organizations.

Ms. Supriana confirmed that Tidal Basin was looking for FEMA to replace the structure at Newton Park. Vice Mayor Atterholt questioned whether the town could purchase land for a park on the gulf through one of the grant opportunities. Ms. Supriana replied that she would look into it. Interim Town Manager Wilkins noted there were multiple funding opportunities for land acquisition.

C. Presentation: FEMA

FEMA Community Assistance Recovery Support Function (CARSF)

Emily Galloway from FEMA (Federal Emergency Management Agency) explained IRC (Interagency Recovery Coordination) and her role in community assistance. She utilized PowerPoint for her presentation. Slides included: Our Mission; What is an Interagency Recovery Coordination?; Functional Lines of Effort; Recovery Support Functions (RSFs); Community Assistance RSF Mission Statement; Potential Community Assistance Services; Proposed Fort Myers Beach Scope of Work and Lines of Effort and Other Potential RSF Projects.

Mayor Allers questioned the status of inspectors and the Town Hall. Ms. Galloway did not have the information.

Council Member Veatch questioned how Ms. Galloway would deal with dredging the canals. Ms. Galloway replied that she would start with CDBG-DR and other opportunities were available.

Council Member Woodson noted that the town wanted a global plan to move forward. Interim Town Manager Wilkins indicated that he drafted a scope of work and gave it to Town Manager Hyatt. Ms. Galloway noted her draft contained tentative timelines for the project planning phase and the recovery plan would follow.

Rick Dubrow of the EPA (Environmental Protection Agency) stated he worked on redevelopment projects at Mexico Beach. He noted they had identified approximately 80 different funding sources for Mexico City and, last he heard, they had acquired \$250,000.00 million so far. Mr. Dubrow stated that he would like to work with the community and Lee County to identify priorities for the town. He referred to a website (www.r2p2.skeo.com) that displayed six projects from other cities. He noted that he could look at regional trail connectivity regarding acquiring property or utilizing easements

for bike lanes and he mentioned using solar for bike lines.

Tonia Pence, Federal Disaster Recovery Officer, stated that she would contact the Joint Field Office concerning the Town Hall. Mayor Allers noted that the inspector delay was holding up progress for the town and the community.

Ms. Pence indicated that recovery was locally led, state-managed and federally supported. She supported the town's progressive ideas and suggested that they let the resources guide them to design a roadmap with projects to anchor the map. She looked forward to working with Resilient Lee and Tidal Basin. She commented that the state was training additional disaster case management personnel to assist the town.

D. Resilient Lee projects

Council Member Veach indicated this was an opportunity to go for expensive projects. The program is administered by HUD (Department of Housing and Urban Development) and the chair supports workforce housing. He identified lots available for workforce housing and discussed purchasing church lots for workforce housing and the proceeds for the church could go to rebuilding the church with the block grant. He suggested working on a master plan with the county for the Times Square area and potentially San Carlos Island. He felt that burying the power lines on Estero Blvd. was a Lee County project. He read a short list of projects, including streetlights, linking the canals to stormwater concerns, revisiting the portion on Estero Blvd. without a bike lane, general transportation projects, including the North bridge, building a hardened command center in Bay Oaks or Town Hall and hardening the cell phone towers.

Council Member Woodson commented that repairing the pool would be an excellent short-term project. She brought up off-island parking and shuttles. She felt more options were available for lighting and suggested looking at those options before making the final decision.

Vice Mayor Atterholt liked all the ideas and questioned whether the projects fell under Resilient Lee.

Council Member King felt that the list was a great starting point.

Council Member Veach clarified that the Resilient Lee meeting was primarily intended as outreach to the residents regarding how they were affected by the hurricane. Part of his strategy was to put everything out there. He felt his role in the meeting was to listen and answer questions.

Mayor Allers stated that one of his top priorities was to harden communication systems and another was to provide a space like the new Bay Oaks Community Center for multiple purposes.

Council Member Woodson described the Resilient Lee meeting in Sanibel on Monday and stated it was critical for the community to attend tonight to provide input.

IV. AGENDA MANAGEMENT

May 2023

Add forensic audit to the next M&P.

Add a schedule of charrettes to the next M&P.

Add a regular agenda item to talk about their list of projects.

Add new software discussion for departments to a future M&P.

Add discussion about hardening communications and new technology to a future M&P.

Vice Mayor Atterholt requested that general contractors be allowed to put up signs to identify commercial properties for their workers and others for the next six months. Council Member King agreed. Mayor Allers expressed concern regarding the size of signs and enforcement. Vice Mayor Atterholt replied that the general contractors would be responsible for the signs. Mayor Allers suggested allowing signs for general contractors at residential properties, but he felt they were opening pandora's box. He stated that they had to ensure their messaging was very clear before implementing any changes. Vice Mayor Atterholt supported allowing signs for general contractors at residential properties. Mayor Allers suggested that Vice Mayor Atterholt work with staff regarding details.

V. ADJOURNMENT

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

The meeting was adjourned at 11:56 a.m.

1. **Requested Motion:**

Meeting Date: May 15, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A PIGGYBACK CONTRACT BETWEEN THE TOWN AND TAMIAMI FORD, INC. IN AN AMOUNT NOT TO EXCEED \$49,054.38, UTILIZING COLLIER COUNTY CONTRACT 19-7522, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT, EXPEND FUNDS, AND TAKE ALL APPROPRIATE ACTIONS TO PURCHASE A REPLACEMENT UTILITY VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Per Town policy, purchases over \$25,000 must be approved by the Town Council.

What the action accomplishes:

Approves the purchase of a replacement vehicle for the utilities department.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

One of the Ford transit vans used by the Utilities Department for daily work and service operations has broken down and is currently not able to be used. The existing vehicle is 8 years old and has estimated repairs exceeding \$8,688.80, including already spent \$4,579.69 on more recent repairs. Ford has indicated to staff that the Ford Transit Vans are also no longer in production.

The Utilities department is currently down a vehicle and needs a replacement or repairs to continue full service operations.

Attachments:

1. 23-51 Utility Vehicle Purchase
2. Piggyback Contract - Replacement for Utilities Ford Connect
3. Utility F250 Proposal FY23
4. Collier Bid 19-7522 Fleet Purchase

Financial Impact:

\$49,054.48 from Utility Capital

6. **Alternative Action**

Do not approve the purchase of the replacement vehicle and authorize repairs of the existing vehicle.

7. **Management Recommendations:**

Approve Requested Motion

8. **Recommended Approval:**

Flor Lemmer, Administrative Officer
Steve Matuska, Utilities Manager

Created/Initiated - 5/4/2023
Approved - 5/4/2023

Jason Freeman, Public Works Director
Cheri Russ, Accounting Manager
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Approved - 5/4/2023
Approved - 5/4/2023
Approved - 5/10/2023
Approved - 5/11/2023
Final Approval - 5/11/2023

RESOLUTION NUMBER 23-51

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A PIGGYBACK CONTRACT BETWEEN THE TOWN AND TAMIAMI FORD, INC. IN AN AMOUNT NOT TO EXCEED \$49,054.38, UTILIZING COLLIER COUNTY CONTRACT 19-7522, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT, EXPEND FUNDS, AND TAKE ALL APPROPRIATE ACTIONS TO PURCHASE A REPLACEMENT UTILITY VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town wishes to trade in and purchase a replacement utility vehicle; and

WHEREAS, under the Town Code, the purchase of goods under a contract awarded by another governmental entity is authorized provided the finance department director makes a written determination that time and expense factors make it financially advantageous for the Town to do so; and

WHEREAS, Collier County entered into a competitively procured contract to purchase vehicles and related services, and the Town’s Finance Director has determined that piggybacking on this contract is financially advantageous to the Town; and

WHEREAS, the Town believes it is in the best interest of the Town’s business owners, residents and visitors to enter into a piggyback contract with Tamiami Ford.

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

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

Section 2. The piggyback contract between the Town and Tamiami Ford, Inc., attached as Exhibit “A”, is approved, the Town Manager is authorized to execute the contract and expend budgeted funds on behalf of the Town, and take all appropriate actions to trade-in an existing vehicle and purchase a replacement.

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

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

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

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

ADOPTED this 15th day of May 2023, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

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

**AGREEMENT TO PIGGYBACK A CONTRACT FOR GOODS AND SERVICES
COMPETITIVELY PROCURED BY ANOTHER GOVERNMENTAL ENTITY**

THIS AGREEMENT is made and entered into this 5th day of May, 2023, by and between the Town of Fort Myers Beach, Florida (“Town”), a Florida municipal corporation whose principal place of business is 2525 Estero Blvd., Ft. Myers Beach, FL 33391 and **Tamiami Ford Inc.**, a Florida corporation, (“Contractor”) whose principal place of business is at **1471 Airport Pulling Rd. North, Naples, FL, 34104** (“Contract”). Town and Contractor may also be referred collectively as the “Parties.”

WHEREAS, Contractor and **Collier County**, Florida entered into a competitively procured contract known as **Vehicle Fleet Purchase (Solicitation No.: 19-7522)**, as amended (“**Collier County**”); and

WHEREAS, Town needs to purchase a Utilities vehicle **F-250 SD with a Utility Body**; and

WHEREAS, the Town desires to have **Tamiami Ford provide a F-250 SD with a Utility Body**; and

WHEREAS, under the Town Code, the purchase of goods and services under a contract awarded by another governmental entity is authorized provided the finance department director makes a written determination that time and expense factors make it financially advantageous for the Town to do so; and

WHEREAS, Contractor is willing to **provide a Ford F-250 SD with a Utility Body**, subject to the terms and conditions of the County Contract, with the specific modifications set forth herein; and

WHEREAS, the Town’s finance department director has determined that piggybacking on the **Collier County** Contract is financially advantageous to the Town.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

1. **Incorporation of County Contract.** This Contract incorporates by reference, the **Collier County 19-7522** Contract, which is attached as Exhibit A.
2. **Scope of Service.** During the Term of this Contract, Contractor will **provide a Ford F-250 SD with a Utility Body**
3. **Pricing.** The Town will pay Contractor a sum not to exceed **\$49,054.38** for the good. This sum will be Contractor’s sole compensation for the goods and services provided by Contractor under this Contract.

4. Contract Term. The Term of this Contract begins on the date set forth above and ends NUMBER OF DAYS FOR COMPLETION days thereafter. The Town has the option to renew this Contract up to two (2) thirty (30) day periods with written notice to the Contractor at least thirty (30) days before the Contract expires.
5. Designated Representative. The Town's **Jason Freeman**, or designee, shall be the Town's Designated Representative in matters arising under Contract.

Jason Freeman, Public Works/Utilities Director
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL. 33931
JasonF@FMBGOV.COM

6. Modifications to Collier County Contract. Notwithstanding the incorporation of the Collier County Contract into this Contract as referenced, the Parties hereby agree to certain modifications to the Collier County Contract, as follows:
 - a. All references in the Collier County Contract to terms such as "County" or "City" will be deemed to refer to the Town. In addition, all references within the County Contract to specific officers/departments/divisions, or to specific locations (such as for delivery of goods/services, receipt of Contractor invoicing, etc.), if not specifically addressed in this Contract, will be deemed to refer to the equivalent Town officers/departments/divisions, and Town locations, as hereafter designated by the Town's Designated Representative.
 - b. Town's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Town Council.
 - c. The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of §448.095, Fla. Stat., and maintain a copy of such affidavit for the duration of the Contract.
 - d. This section serves as notice to the Contractor regarding the requirements of §448.095, Fla. Stat., specifically sub-paragraph (2)(c)l, and the Town's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated §448.09(1), Fla. Stat. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Town reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Town develop a good faith belief that the subcontractor has knowingly violated §448.095(1), Fla. Stat.
 - e. 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.

- f. 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 A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 765-0202,

**FMBPUBLICRECORDS@FMBGOV.COM , 2525 ESTERO
BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.**

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

TOWN OF FORT MYERS BEACH

CONTRACTOR

Andrew Hyatt, Town Manager

By: _____
Its: _____

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

PROPOSAL

Name Town of Fort Myers Beach

Address: _____

Description: 2022 F-250 Utility Body Color: White Trim: XL

BASE \$40,869.50

ADDS \$ 3747.00

\$44616.50

State Gov DISC - <\$6300.00>

Less 2.25% -<\$862.12>

Sub Total \$37454.38

This proposal is valid for 30 days.

All stock units are subject to prior sale.

Ordered unit delivery will be approx.

90-150 days from receipt of partial
payment or purchase order.

8' Knapheide Utility Body \$11,600.00

Terms: PO partial payment

Due upon acceptance of proposal.

Balance: C.O.D.

Grand Total \$49,054.38



04/21/2023
Tamiami Ford, Inc. Fleet Manager / Date

CNGP530

VEHICLE ORDER CONFIRMATION

04/21/23 10:58:14

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Dealer: F24428

2022 F-SERIES SD

Page: 1 of 2

Order No: 9999 Priority: M3 Ord FIN: QF274 Order Type: 5B Price Level: 280
 Ord PEP: 600A Cust/Flt Name: TOWN FT MYERS PO Number:

RETAIL DLR INV

RETAIL DLR INV

X2A	F250 4X2 S/C	\$42980	\$40831.00	JOB #1 BUILD		
	164" WHEELBASE			FRT LICENSE BKT	NC	NC
Z1	OXFORD WHITE			XL DECOR PKG	NC	NC
A	VNYL 40/20/40			WIFI HOTSPT DEL	(20)	(18.00)
S	MEDIUM EARTH GR			9900# GVWR PKG		
600A	PREF EQUIP PKG			425 50 STATE EMISS	NC	NC
	.XL TRIM			512 SPARE TIRE/WHL2	295	269.00
572	.AIR CONDITIONER	NC	NC			
	.AMFM/MP3/CLK			TOTAL BASE AND OPTIONS	46920	43365.08
996	.6.2L EFI V8 ENG	NC	NC	TOTAL	46920	43365.08
44S	6-SPD AUTOMATIC	NC	NC	*THIS IS NOT AN INVOICE*		
TD8	.LT245 BSW AS 17			*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
X37	3.73 REG AXLE	NC	NC			
90L	PWR EQUIP GROUP	1100	1001.00	* MORE ORDER INFO NEXT PAGE *		
66D	PU BOX DELETE	(625)	(569.00)	F8=Next		
F1=Help		F2=Return to Order		F3/F12=Veh Ord Menu		
F4=Submit		F5=Add to Library				
		F9=View Trailers				

S006 - MORE DATA IS AVAILABLE.

QC01286

CNGP530

VEHICLE ORDER CONFIRMATION

04/21/23 10:58:24

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Dealer: F24428

2022 F-SERIES SD

Page: 2 of 2

Order No: 9999 Priority: M3 Ord FIN: QF274 Order Type: 5B Price Level: 280
 Ord PEP: 600A Cust/Flt Name: TOWN FT MYERS PO Number:

RETAIL DLR INV

RETAIL DLR INV

52B	BRAKE CONTROLLER	\$300	\$273.00	FUEL CHARGE		
	TELE TT MIR-PWR			DEST AND DELIV	1795	1795.00
	JACK					
63R	RR STAB W/ AUX	125	114.00	TOTAL BASE AND OPTIONS	46920	43365.08
66S	UPFITTER SWCH	165	150.00	TOTAL	46920	43365.08
67D	200/240 AMP ALT	NC	NC	*THIS IS NOT AN INVOICE*		
68D	PAYLOAD DOWNGRD	NC	NC	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
76D	ADV SEC PK RMVL	(50)	(46.00)			
794	PRICE CONCESSN					
	REMARKS TRAILER					
872	RR CAM & PREP K	415	377.00			
942	DAY RUNNING LTS	45	41.00			
96V	XL VALUE PKG	395	360.00			
	.CRUISE CONTROL					
	SP FLT ACCT CR		(1241.00)			

F7=Prev

CNGP870

TRAILER INFORMATION DISPLAY

04/21/23 10:58:49

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Dealer: F24428

Model Year: 22 Body Series: X2A Order No: 9999

Spec Ord No:

PRICE CONCESSION TRAILER:

Account Code ID: 10

Contract/Ref #: 18-977N

Bid Date: 01/19/21

State: FL

Concession Amt: 6300

RETURN=Continue Processing
F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

S005 - INQUIRY IS COMPLETE.

QC01286

	Suggested Retail Price	Invoice Amount
F25G 4X2 SUPERCAB PICKUP/164	42980.00	40831.00
2022 MODEL YEAR		
Z1 OXFORD WHITE		
AS MEDIUM EARTH GRAY VINYL		
PREFERRED EQUIPMENT PKG. 600A		
.XL TRIM		
572 .AIR CONDITIONING -- CFC FREE	NC	NC
.AM/FM STEREO MP3/CLK	NC	NC
996 .6.2L EFI V-8 ENGINE	NC	NC
44S 6-SPEED AUTOMATIC TRANS G	NC	NC
TD8 .LT245/75R17E BSW ALL-SEASON		
X37 3.73 RATIO REGULAR AXLE	NC	NC
90L POWER EQUIPMENT GROUP	1100.00	1001.00
66D PICKUP BOX DELETE	625.00-	569.00-
JOB #1 ORDER		
153 FRONT LICENSE PLATE BRACKET	NC	NC
17F XL DECOR PACKAGE	NC	NC
19Z 4G LTE WI-FI HOTSPOT REMOVAL	20.00-	18.00-
9900# GVWR PACKAGE		
425 50 STATE EMISSIONS	NC	NC
512 SPARE TIRE AND WHEEL	295.00	269.00
52B TRAILER BRAKE CONTROLLER	300.00	273.00
TELESCPING TT MIRR-POWR/HTD SIG		
JACK		
63R REAR STAB BAR W/ AUX SPRINGS	125.00	114.00
66S UPFITTER SWITCHES	165.00	150.00
67D 200AMP (6.2L)/240CMP (6.7L) ALTR	NC	NC
68D PAYLOAD DOWNGRADE PACKAGE	NC	NC
76D ADVANCED SECURITY PACK REMOVAL	50.00-	46.00-
872 REAR VIEW CAMERA & PREP KIT	415.00	377.00
942 DAYTIME RUNNING LIGHTS	45.00	41.00
96V XL VALUE PACKAGE	395.00	360.00
.CRUISE CONTROL		
TOTAL OPTIONS/OTHER	2145.00	1952.00
TOTAL VEHICLE & OPTIONS/OTHER	45125.00	42783.00
DESTINATION & DELIVERY	1795.00	1795.00
TOTAL FOR VEHICLE	46920.00	
FUEL CHARGE		26.56
SHIPPING WEIGHT 5852 LBS.		
TOTAL	46920.00	44604.56

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Tamiami Ford Inc 1471 Airport Pulling Rd. North Naples FL 34104		24F428			
Ship to (if other than above) Knapheide Truck 510 Thorpe Road Orlando FL 32824		86269			
Invoice & Unit Identification NO. 1FD7X2A68NEG36793		Final Assembly Point KENTUCKY		Finance Company and/or Bank Ford Motor Credit 000001	
Order Type 59	Ramp Code CH29	Batch ID R597		Price Level 280	
Date Inv. Prepared 01 19 23		Item Number 24-W712		Transit Days 11	
Ship Through					
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA
903	44604.56	42961.56	43061.56	44701.14	AA
					677.00

This invoice to be used for the billing of vehicles only

Dealer's copy



**COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS**

INVITATION TO BID (ITB)

FOR

VEHICLE FLEET PURCHASE

SOLICITATION NO.: 19-7522

**KRISTOFER LOPEZ, PROCUREMENT STRATEGIST
PROCUREMENT SERVICES DIVISION
3295 TAMIAMI TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
TELEPHONE: (239) 252-8944
Kristofer.Lopez@colliercountyfl.gov (Email)**

This solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

SOLICITATION PUBLIC NOTICE

INVITATION TO BID (ITB) NUMBER:	<u>19-7522</u>
PROJECT TITLE:	<u>Vehicle Fleet Purchase</u>
LOCATION:	<u>PROCUREMENT SERVICES DIVISION, CONFERENCE ROOM A, 3295 TAMIAMI TRAIL EAST, BLDG C-2, NAPLES, FLORIDA 34112</u>
DUE DATE:	<u>DATE & TIME</u>
PLACE OF BID OPENING:	<u>PROCUREMENT SERVICES DIVISION 3295 TAMIAMI TRAIL EAST, BLDG C-2 NAPLES, FL 34112</u>

All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System:

<https://www.bidsync.com/bidsync-cas/>

INTRODUCTION

As requested by the Fleet Management Division (hereinafter, the "Division") the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bid submittals from interested and qualified vendors in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance.

The County seeks bids to facilitate purchases of new fleet vehicles for County operations. Vehicles covered under this bid are Ford automobiles, vans, sport utility vehicles, cross-over vehicles, and light/medium-duty trucks up to 33,000 pounds GVWR. Purchases of 50-80 vehicles are expected annually, however the County makes no commitment to any minimum or maximum quantity. Although most light to medium-duty fleet vehicles will be purchased from this bid, the County reserves the right to purchase from other government bids and/or government association bids, and to competitively bid specialty vehicles such as ambulances when deemed in the best interests of the County.

TERM OF CONTRACT

The contract term, if an award(s) is/are made is intended to be for three (3) years with three (3) one-year renewals.

The percentage discount below dealer invoice that was bid and awarded shall remain firm for the duration of this contract.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

AWARD CRITERIA

ITB award criteria are as follows:

- The County's Procurement Services Division reserves the right to clarify a vendor's submittal prior to the award of the solicitation.
- For the purposes of determining the winning bidder, the County will select the vendor with the highest discount as outlined below:
 - **Highest "Percentage discount from total dealer invoice price"**
- Collier County reserves the right to select one, or more than one suppliers, award on a line item basis, establish a pool for quoting, or other options that represents the best value to the County; however, it is the intent to:
 - **Identify a single awardee**

- The County reserves the right to issue a formal contract, standard County Purchase Order, or utilize the County Purchasing Card for the award of this solicitation.

DETAILED SCOPE OF WORK

All bidders must be a Ford Motor Company manufacturer-authorized dealership with full maintenance, warranty, and parts capabilities. The successful bidder must provide warranty service on all Ford vehicles purchased by the County without regard to the source of purchase and must provide service facilities or service capabilities convenient to Collier County operations. Convenient is defined as service facilities located within ten miles of 2901 County Barn Road, Naples, Florida 34112 or provision of timely vehicle pick-up and delivery services or provision of on-site maintenance services for warranty requirements. At least one of these capabilities must be indicated on the bid schedule. **To be considered a responsive bidder, a bidder MUST comply with one of the three warranty scenarios listed on the Bid Schedule.**

Due to the make-up of the current County fleet, parts inventory, tools, diagnostics, and training considerations, the Board of County Commissioners has deemed Ford as the manufacturer of choice for small and medium-duty vehicles. Only Ford dealerships and products will be considered on this bid.

The bid will be a percentage figure below total dealer invoice price, including model base price, factory installed options, and destination freight charges, less any National, State, or local factory fleet incentives, or any additional dealer incentives. All special additional equipment not factory installed, such as utility bodies, cranes, caution/emergency lights, bedliners, or other after-market additions installed by a subcontractor shall be billed at dealer cost as shown on the subcontractor's invoice. Copies of subcontractor invoices will be provided to the County upon delivery of the vehicle. Prices for non-factory options installed by the dealer such as window tinting, extra keys, or van shelving shall be indicated in the dealer quote for each specification. No further verification will be required for dealer installed options.

Vehicle Purchases

Purchases of individual vehicles or groups of like vehicles shall be made from an awarded dealer that meets vehicle specifications with the lowest net price after factory and dealer discounts. The County shall be the sole judge of accepting or denying any deviations from specifications. Vehicle bid prices shall include all charges including delivery/transportation, dealer preparation, fuel, pollution taxes/charges, and temporary registration fees.

Once a vehicle bid has been awarded, the County may purchase any number of vehicles with the same specifications, during the same model year, from the same vehicle bid of the awarded dealer.

On occasions when the needs of the County are immediate or time critical, award may be made on the basis of availability rather than lowest cost.

Vehicle Bid Procedures

The Collier County Fleet Management Division shall provide the dealer(s) with vehicle specifications and designate a time period for bid response. Bid responses shall be made in the format provided by the Fleet Management Division along with a copy of a Vehicle Order Confirmation Report or other confirming documentation provided to the Dealer by Ford Motor Company showing dealer invoice prices and copies of any subcontractor bid proposals for any after-market additions. Subcontractor bid proposals shall be listed in detail by item.

The Fleet Management Division will review all bid responses for specification compliance and bid prices to determine the awarded dealer. Award results will be announced to all bidding dealers. A County purchase order shall be issued to the dealer as official authority to order the awarded vehicle(s).

Delivery

Bidders shall have 120 days to deliver normal production vehicles and 150 days to deliver vehicles with dealer options or additional equipment. If vehicles are not delivered within these time periods, the County shall have the option of canceling the purchase order and awarding the bid to the next lowest bidder or to the bidder with the quickest availability.

All vehicles shall be cleaned, serviced (including all normal dealer preparations), and delivered to Collier County Fleet Management at 2901 County Barn Road, Naples, Florida 34112. All after-market options shall be properly installed and operational per specifications at delivery. Vehicles shall be delivered with the window sticker attached to the window or inside the vehicle when window tinting is ordered. Unless otherwise informed by the Fleet Management Division, all vehicles will be titled to Collier County Board of County Commissioners, 3299 Tamiami Trail East, Suite 700, Naples, Florida 34112; FEID 59-6000558; Tax Exemption #85-8015966531C-1.

Vehicles shall be delivered with the following documents appropriately completed:

- a. Manufacturer's Certificate of Origin for a Vehicle
- b. Application for Certificate of Title with/without Registration
- c. Motor Vehicle Dealer Title Reassignment Supplement
- d. Temporary registration and tag
- e. Operator's Manual
- f. Warranty Certifications
- g. Original Invoice to County
- h. Factory issued dealer invoice
- i. Subcontractor invoices for after-market additions
- j. Weight certificate or affidavit showing total weight of delivered vehicle when a utility body or other significant component has been added to a truck cab and chassis.
- k. Secondary Manufacturer's Certificate of Origin as required when major body units or systems are added to an incomplete truck chassis.

<u>VENDOR CHECKLIST</u>

***Vendor should check off each of the following items as the necessary action is completed (please see, Form 2: Vendor Check List):

The Solicitation Submittal has been signed.

The Solicitation Pricing Document (Bid Schedule/Quote Schedule/Proposal Pricing/etc.) has been completed and attached.

All applicable forms have been signed and included, along with licenses to complete the requirements of the project.

Any addenda have been signed and included.

Affidavit for Claiming Status as a Local Business, **if applicable**.

Division of Corporations - Florida Department of State – <http://dos.myflorida.com/sunbiz/> (If work performed in the State).

E-Verify/Immigration Affidavit (Memorandum of Understanding).

Bid Tabulation 19-7522 Purchase of Fleet Vehicles	
	Tamiami Ford, Inc.
Description	Percentage
Highest Percentage Discount from total dealer invoice price	2.25%
To be considered a responsive bidder, a bidder MUST comply with one of the three warranty scenarios listed.	Mark the selected option
On-site at 2901 County Barn Rd, Naples FL 34112	
By vehicle pick-up and delivery at 2901 County Barn Rd, Naples FL 34112	
At a service facility within ten miles of 2901 County Barn Rd, Naples FL 34112	x
Attachment 2: Vendor's Check List	Yes
Attachment 3: Bid Response Form	Yes
Attachment 7: Insurance and Bonding	Yes
Attachment 6: W9	Yes
Attachment 5: Immigration Affidavit	Yes
Attachment 4: Local Vendor Preference	Yes
Division of Corporations	Yes
E-Verify	Yes

Opened by: Viviana Giaramustas, Procurement Strategist
 Witnessed by: Evelyn Colon, Procurement Strategist

Notice of Recommended Award

Solicitation : 19-7522 Title: Purchase of Fleet Vehicles

Due Date and Time: 3:00 pm 1/8/2019

Respondents:

Company Name	City	County	State	Discount	Responsive/Responsible
Tamiami Ford, Inc	Naples	Collier	FL	2.25%	Y/Y

Utilized Local Vendor Preference: Yes ☐ No ☒

On November 26, 2018, the Procurement Services Department released Invitation to Bid 19-7522 to 11 vendors for the Purchase of Fleet Vehicles. Forty (40) proposal packages were downloaded, and one (1) bid was received on January 8, 2019. Staff is recommending award to Tamiami Ford, Inc as the only responsive and responsible bidder.

Required Signatures

Project Manager:

Dan Croft

Date:

Procurement Strategist:

Kristofer Lopez

Date:

Procurement Services Director:

Edward F. Coyman Jr.

1. **Requested Motion:**

Meeting Date: May 15, 2023

Accept the Fort Myers Beach Community Foundation donation of \$8,000.00 to be used towards Bay Oaks youth programming.

Why the action is necessary:

Due to Hurricane Ian, the Bay Oaks Summer Camp was in jeopardy of not having a camp for this summer. This donation will help in the overall budget of the program. This will also keep the cost of the camp down and provide scholarships to those residents who may need it at this time.

What the action accomplishes:

The Fort Myers Beach Community Foundation donation will provide scholarships and additional programming opportunities for the campers.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Bay Oaks Recreation Center has provided summer programming for youth ages 5 - 12. Camps consist of a variety of activities, including recreation, arts, field trips, guest speakers, social interaction and life skills. This year, the camp will be held at Mound House with an emphasis in outdoor recreation and adventure. Campers pay a weekly fee of \$125.00 for residents and \$150.00 for non-residents.

Attachments:

1. FMB Community Foundation - Donation 5.2.2023

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Accept and approve the donation from the Fort Myers Beach Community Foundation

8. **Recommended Approval:**

Jeff Hauge, Interim Culture, Parks & Recreation Director
Jeff Hauge, Interim Culture, Parks & Recreation Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins, Interim Town Manager

Created/Initiated - 5/3/2023
Approved - 5/3/2023
Approved - 5/4/2023
Approved - 5/4/2023
Final Approval - 5/9/2023



Fort Myers Beach Community Foundation

P.O. Box 2834

Fort Myers Beach FL 33932

www.fmbcommunityfoundation.com

May 2, 2023

Dear Bay Oaks Recreational Center – Youth Programs

The Fort Myers Beach Community Foundation is pleased to present your organization a donation of \$8,000 towards the FMBCF Endowment account for college students. We hope that this donation helps with funding to provide scholarships to FMB students to attend Club Rec and Fun Day costs.

This donation is a result of the generosity of many individuals and companies who support Fort Myers Beach. The Fort Myers Beach Community Foundation's mission is to empower our members and our community by encouraging philanthropy to improve the overall quality of life on Fort Myers Beach. We respond to the changing and emerging needs of our community by providing support for education, quality of life, health and welfare, and the preservation of our natural environment.

Thank you for all you do for the Fort Myers Beach community, and we are honored that we could help you further support your mission.

Sincerely,

Patricia Coleman
Treasurer

The Fort Myers Beach Community Foundation is a non-profit organization under Internal Revenue Code Section 501(c)(3). Your donation may be tax deductible. For your benefit and as required by law, we state that the Ft. Myers Beach Community Foundation did not provide any goods or services in consideration, in whole or in part, for this contribution.

1. **Requested Motion:**

Meeting Date: May 15, 2023

Approve the Selection Advisory Committee's recommendation in response to RFP-23-13-CR entitled Partial Re-roof of Mound House, and authorize the Town Manager to negotiate and execute an agreement with Crowther Roofing and Sheet Metal of Florida, Inc.

Why the action is necessary:

Mound House re-roofing to protect the Mound House and its contents.

What the action accomplishes:

Completing the re-roofing will ensure the contents and the house are structurally sound.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The roof on Mound House sustained damage from Hurricane Ian. A partial re-roofing project will be needed to repair the roof to pre-hurricane conditions.

RFP-23-13-CR-AD was legally advertised and issued on March 22, 2023, with all responses due April 25, 2023 by 2:00 p.m. The Town received a responsive proposal from Crowther Roofing and Sheet Metal of Florida, Inc. ("Crowther") and an incomplete proposal from Superior Contracting of South Florida. A Selection Advisory Committee comprised of Public Works Director Freeman, Community Development Director Poposki and Interim Culture, Park & Recreation Director Hauge convened on May 3, 2023 to review the Crowther proposal, and unanimously voted and recommended Crowther as the top ranked proposal to the Town Manager.

Attachments:

1. Roofing Proposal
2. Bidding document
3. RFP-23-13-CR FINAL

Financial Impact:

6. **Alternative Action**

Not accept the recommendation and re-solicit

7. **Management Recommendations:**

Accept the recommendation from the Selection Advisory Committee and direct the Town Manager to negotiate a mutually agreeable construction contract with Crowther for the partial re-roofing of the Mound House.

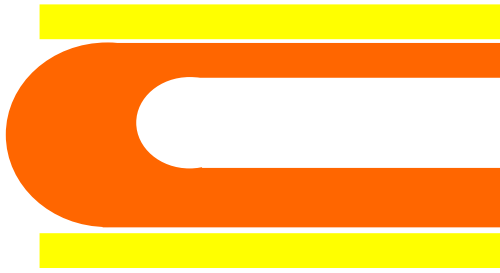
8. **Recommended Approval:**

Jeff Hauge, Interim Culture, Parks & Recreation Director
Jeff Hauge, Interim Culture, Parks & Recreation Director
John R Herin Jr, Town Attorney

Created/Initiated - 5/3/2023
Approved - 5/3/2023
Approved - 5/10/2023

Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Approved - 5/10/2023
Final Approval - 5/10/2023



CROWTHER

ROOFING • LWIC • SHEET METAL • METAL TRUSSES • DECKING • AIR CONDITIONING • ELECTRICAL

April 25, 2023

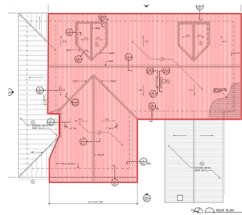
PROPOSAL

Re: Mound House Re-Roof (RFP-23-13-C)
Ft Myers Beach, FL

We are pleased to present you with this proposal for the project referenced above.

SCOPE OF WORK:

Cedar Shake Roof: 2,500 sf



SHAKE ROOF:

- 1) Remove existing wood shake roof and underlayment down to the wood plank roof deck. All debris to be removed and properly disposed.
 - a) Replace any damaged wood plank uncovered during tear off.
 - b) \$2,500 allowance is included for this replacement.
 - c) Any additional wood replacement above this will be performed by unit price. (see pricing below)
- 2) Re-nail wood deck as required per local code.
- 3) Install new 30# felt and peel & stick underlayment over the wood deck.
- 4) Furnish and install 18" Medium cedar shakes, Bureau labeled Class B fire rating with 7-1/2" exposure. Cedar Shingles installed with type 316 Stainless steel nails. Cedar shingles installed per Florida Building Code and per the Cedar Shake & Shingle Bureau installation instructions.
- 5) Furnish and install all sheet metal associated with the Cedar Shakes from shop fabricated 16 oz. Lead coated copper.
- 6) New chimney cap shop fabricated from 16 oz. lead coated copper.
- 7) Repair top course of bricks at chimney.
- 8) Install new 6" half round gutter(10') and 4" round downspout at location shown on roof plan(A2.1). Gutter and downspout pre-fabricated from 16 oz copper.
- 9) Upon completion of the work described above Cedar manufacturer will issue their standard material warranty and Crowther will issue our 5 year contractors warranty.

Safety and Insurance:

Crowther shall be responsible for initiating, maintaining and supervising safety precautions in connection with the performance of this proposal.

We will provide Fall Protection utilizing a Safety Monitoring System in accordance with current OSHA Standards.

If Fall Projection other than Safety Monitoring is imposed, the cost of the additional Fall Protection will be added to the above mentioned Contract Amounts.

Crowther shall provide proper insurance and provide Owner with a copy of the insurance certificate.

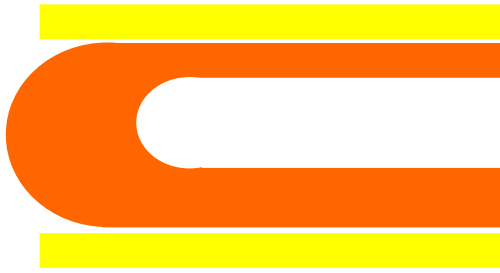
Acknowledgements:

- Agreements are contingent upon strikes, accidents or delays beyond our control.
- Workers are fully covered by Workman's Compensation General Liability Insurance. Owner to carry fire, tornado and other necessary insurance.

Page 1 of 2

2543 ROCKFILL ROAD • FORT MYERS, FLORIDA 33916 • (239) 337-1300 • FAX: (239) 332-0939
7321 INTERNATIONAL PLACE • SARASOTA, FLORIDA 34240 • (941) 343-9600 • FAX: (941) 371-8969
15865 ASSEMBLY LOOP ROAD • JUPITER, FLORIDA 33478 • (561) 624-9400 • FAX: (561) 624-9189

Florida Contractors Roofing License No. CCC 039822
State Certified Mechanical Contractor License No. CMC 1250360
State Certified General Contractor License No. CGC1518528



CROWTHER

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QUALIFICATIONS:

- (a) We exclude all work at the existing metal roof system.
- (b) We exclude all wood blocking and plywood sheathing, unless specifically mentioned above.
- (c) We exclude all wall panels and siding.
- (d) We exclude all trusses and decking.
- (e) We exclude all insulation.
- (f) We exclude roof hatches and access ladders.
- (g) This price is based on assuming access next to the building will be provided for our cranes/trucks/equipment.
- (h) We exclude all window/door sill flashings.
- (i) We exclude all MEP work.
- (j) We exclude all louvers and associated flashings.
- (k) We exclude all painting.
- (l) This proposal does not include furnishing or installing any flashings not directly associated with the roof system described above.
- (m) We are not responsible for damage that may occur to our roof system caused by other trades. All cost associated with repairing or replacing damaged roof will be above and beyond the pricing described in this proposal.
- (n) We exclude the protection of our completed work.
- (o) We exclude any labor or material unless it has been specifically mentioned in this proposal.
- (p) We exclude all labor and/or materials for the installation of any lightning protection system. Any layout, protection pads, sealants, penetrations, or securement of this system can be added later for additional costs when the system and layout is determined.
- (q) *Force Majeure: Crowther Roofing shall not be responsible for any cancelation of delay in delivery or performance resulting from causes beyond its control, including, but not limited to: Acts of God; strikes or other labor disturbances; equipment failure; delays in transportation; inability to obtain fuel, materials, equipment, or parts; war; acts or terrorism; riots; epidemics; pandemics; floods; fire; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which was a basic assumption on which the contract/proposal was made.*
- (r) *If there is an increase in the actual cost of the labor or materials within this Agreement in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased that will be documented by a Change Order that will be submitted by Crowther Roofing and will be accepted by the Owner/Agent/Contractor. Documentation of such increase will be provided of such increases upon request.*
- (s) **We will provide Fall Protection utilizing a Safety Monitoring System in accordance with current OSHA Standards. If Fall Protection other than Safety Monitoring is imposed, the cost of the additional Fall Protection will be added to the Contract Amount.**
- (t) We exclude all prevailing wages (Ex: Davis Bacon)
- (u) **We agree to hold our bid open bid for 30 days.**

ROOF PRICE:

\$131,475

If a Payment & Performance Bond is required, please ADD 1.5% to contract amount.

ALTERNATE:

- 1)** Unit cost for PT wood board replacement.

ADD

\$5.50/Board foot

This Proposal is based on the above contingencies.

All work will be performed by experienced mechanics, fully covered with the proper amounts of workmen's compensation and general liability insurance's.

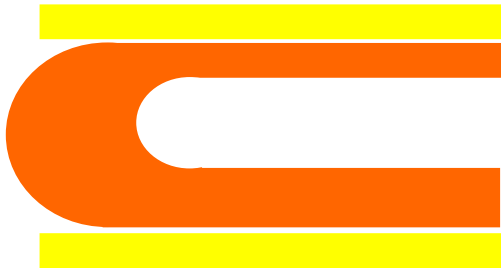
Sincerely,
CROWTHER ROOFING AND SHEET METAL OF FLORIDA, INC.

Brad Gorton

Brad Gorton
Project Estimator

Page 2 of 2

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CROWTHER

ROOFING • LWIC • SHEET METAL • METAL TRUSSES • DECKING • AIR CONDITIONING • ELECTRICAL

April 25, 2023

PART 1

Bid Forms A-G

Partial Re-Roof of Mound House Ft Myers Beach, FL

1. Bid Form 'A' – Declaration Statement
2. Bid Form 'B' – State of Litigation, Awards, and Fees
3. Bid Form 'C' – E-Verify
4. Bid Form 'D' – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
5. Bid Form 'E' – Non- Collusion Certification
6. Bid Form 'F' – Sworn Statement Under Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes
7. Bid Form 'G' – Conflict of Interest Disclosure Form

Page 1 of 1

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State Certified General Contractor License No. CGC1518528

PART VII
STANDARD FORMS

The below forms A. through G. are to be submitted with your response to this RFP.

A. DECLARATION STATEMENT
RFP-23-13-CR

Full Name of Proposer:

Crowther Roofing & Sheet Metal of FL, Inc,

Main Business Address:

2543 Rockill Rd., Ft Myers, FL 33916

Telephone No.: 239-337-1300

Fax No. 239-332-0939

Email Address:

bids @ crowther.net

State License# CCC039822

Type Roofing

To: Town Manager, Town of Fort Myers Beach,
Florida (hereinafter called the Owner)

The undersigned, as Proposer hereby declares that he has examined the Scope of Services and informed himself fully in regard to all conditions pertaining to the work to be done. The Proposer further declares that the only persons, company or parties interested in this Proposal or the RFP to be entered into as principals are named herein; that the Proposal is made without connection with any other person, company or companies making a Proposal; and it is in all respects fair and in good faith, without collusion or fraud.

The services to be furnished by us shall be performed in accordance with the requirements of the Request for Proposals RFP-23-13-CR as issued by The Town of Fort Myers Beach on Tuesday, March 22, 2023. The undersigned do agree that should his firm is offered a contract, to execute that contract and present the same to the Town for approval within fifteen (15) days after being notified of the award. The undersigned do further agree that failure to execute and deliver said forms of Contract within fifteen (15) days will result in damages to the Town.

Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Contractor's Signature (Full Name)
1	04-14-2023	Kevin Callans 
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 24th day
April, 2023 in the City of Ft Myers, in the State of FL.

Firm's **Complete Legal Name** Crowther Roofing & Sheet Metal of FL, Inc.

Check one of the following:

- ☐ Sole Proprietorship
☒ Corporation or P.A.
☐ Limited Partnership
☐ General Partnership

Phone No. 239-337-1300

FAX No. 239-332-0939

Address 2543 Rockfill Rd.

Ft Myers, FL 33916

City, State, Zip

BY: 

KEVIN CALLANS

Typed and Written Signature

Title PRESIDENT

B. STATEMENT OF LITIGATION, AWARDS AND FEES RFP-23-13-CR

STATEMENT OF LITIGATION WITHIN STATE OF FLORIDA

Litigation information: Identify any pending litigation or litigation completed in the last five-years within State of Florida. Identify lawsuit by name, number, date filed, parties, and your claim or participation.

*See the following pages.

Fees

List total fees for work done on all The Town of Fort Myers Beach Government projects in the past five (5) years, whether as an individual firm or as part of a joint venture. Fees must be listed individually by RFP or project and then summarized as a total dollar amount. Attach additional page if necessary.

\$ n/a **Total Fees for work done on all The Town of Fort Myers Beach projects**

CROWTHER ROOFING & SHEET METAL OF FLORIDA, INC.

STATEMENT OF LITIGATION OR REGULATION ACTIVITIES

CIVIL LITIGATION activity- Motor vehicle alleged injury.

5/31/18 MVA with filing, 3/28/19, DIANA MARIE POISSON v. CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC. / Case No: 19-CA-001776 Lee County- Defendant for personal injury->Case Closed - settled prior to trial.

6/15/18 MVA with filing, 3/11/20, ANETTE DIEURESTIL, INDIVIDUALLY AND AS PARENT AND NATURAL GUARDIAN OF STANLEY TELISME, A MINOR v. CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./ Case No: 502020-CA-002914 BAK Palm Beach County- Defendant for personal injury->Case Closed - settled prior to trial.

12/13/18 MVA with filing, 5/11/20, CONNIE HALL v. JOSE ALFREDO TOJ RODRIGUEZ and CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./ Case No: 1102020-CA-001539-0001-XX Collier County-> Defendant for personal injury->Case Closed - settled prior to trial.

1/29/19 MVA with filing, 1/30/20, JUSTO RAUL DE LA VALDES v. CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./Case No: 20-CA-000646 Lee County- Defendant for personal injury->Case Closed - settled prior to trial.

6/19/2019 MVA with filing, 8/1/22, JEANETTE & JUAN ORTIZ v. PAUL BLACKSHEAR v. CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./ Case No 2022-0136706-CA-01 Miami-Dade County- Defendant for personal injury->Open litigation.

7/12/19 MVA with filing, 8/3/20, EBERALDO HERNANDEZ v. CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC. and MICHAEL SCOTT BUCK /Case No: 20-000631CA Martin County- Defendant for personal injury->Case Closed - settled prior to trial.

9/20/19 MVA with filing, 1/7/21, JUANITA KNOTT v. JESUS MARQUEZ AND CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./Case No: 2021-CA-000014- Hendry County- Defendant for personal injury->Case Closed - settled prior to trial.

11/18/19 MVA with filing, 3/30/22, SHERLY J. ORTEZ-FUNEZ v. GREGORY LEMAR BLACKSHEAR AND SHEET METAL OF FLORIDA INC./Case No: 2022CA 002936- Palm Beach County- Defendant for personal injury->Open litigation.

2/25/20 MVA, 3/5/21, DIEGO LUIS VALENZUELA-CASTRO v. ELDER SERECH AND CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./ Case No: 21-CA-001610 Lee County-> Defendant for personal injury->Case Closed - settled prior to trial.

9/4/20 MVA with filing, 8/6/21, GIOVANNIE BOADA v. HENRY MORALES VASQUEZ AND CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./ Case No: 21-CA-004592 Lee County-> Defendant for personal injury->Case Closed - settled prior to trial.

2/7/20 MVA with filing, 12/14/21, ROLAND JOSEPH v. CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./Case No: 21-CA-002832-0001 Collier County-> Defendant for personal injury->Case Open – ongoing litigation.

3/9/2021 MVA with filing, 3/31/22, MELLISA LAWSON & GABRIEL GONZALES (MINOR CHILD) v. ANTHONY STUART GONZALEZ AND CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./Case No: 22-CA-001375 Lee County-> Defendant for personal injury->Case Open – ongoing litigation.

3/24/22 MVA with filing, 5/17/23 JULIAN & DESPINA PEREZ, DESPINA STEFOPOULOS, with ALMA GARZA v. MAURICIO HINOJOSA AND CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./ Case No: 22-CA-000816 Collier County-> Defendant for personal injury->Case Open – ongoing litigation.

Alleged Property damage-

10/20/20 filed 4/19/23 GORDON & DEBBIE SHIPP v. CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC./Case No: 23-CA-001660 Collier County-> Defendant for alleged damages to residential structure from reroof alleged leak.

Alleged claims of construction defects-

10/14/15 filing CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC v. CLAUSEN TRUST, JOANIE S. TRUST April 29, 2003 et al. Case No.: JS-CA 1891 Collier County -Defendant of Alleged Construction Defect Claim and Alleged Default of Contract - Case currently pending.

3/14/19 filing of 558 claim issued 11/8/16 -ARIA LONGBOAT KEY CONDOMINIUM ASSOCIATION INC. v. BBC KEY, LLC, a Florida limited liability company; LINCOLNSHIRE ASSOCIATES II, LTD, a foreign limited partnership; V AM LBK DEVELOPMENT, LLC, a

Florida limited liability company; AZURE LBK MANAGEMENT, LLC, a Florida limited liability company; JAMES A. TALLMAN, individually; SUFFOLK CONSTRUCTION COMPANY, INC., a Foreign profit corporation; SANTIESTEBAN & ASSOCIATES ARCHITECTS, LLC, a Florida limited liability company; ARCHITECTURAL ENGINEERING, INCORPORATED, a Florida Profit Corporation; GEORGE F. YOUNG, INC., a Florida Profit Corporation; Defendant. SUFFOLK CONSTRUCTION COMPANY, INC., a Foreign profit corporation; Third Party Plaintiff, v. AA STUCCO & DRYWALL, INC., a Florida Corporation; ALBRECHT CABINETS, INC., a Florida Corporation; AMERICAN PLUMBING OF SARASOTA, INC., a Florida corporation; CODE RED FIRE PROTECTION, INC., a Florida corporation; CROWTHER ROOFING AND SHEET METAL OF FLORIDA, INC., a Florida corporation; CURBCO, INC., a Florida corporation; DESIGNER MARBLE & GRANITE, INC., a Florida corporation; ECONOMY CAULKING, INC., a Florida corporation; ELITEWEILER POOLS, INC., a Florida corporation; COOK / Case No.2019-CA-001461 NC / Division A: Sarasota County, Florida -> This is an ongoing case and is in regards to alleged construction defects claim.

U.S. Equal Employment Opportunity Commission

11/19/18 Charge No: 510-2018-07028C Morgan Johnson, Miami District Office- Dismissal of all charges issued 5/14/19 following investigation and customary right to file suit issued upon receipt of notice.

Suit Filed by Morgan Johnson 5/30/19 50-2019-CA005686 in Palm Beach County and Dismissed 10/2/19.

Regulatory Actions-

10/20/17 filing DCD PARTNERS, LLC vs. CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC. / Case no: 17-CA-3426 Lee County -> case Currently pending for general business matters between shareholders.

- a) David Crowther was terminated from Crowther Roofing & Sheet Metal of Florida, Inc. on October 19, 2009 and since that time he has not had any interaction or involvement in the business operations of Crowther Roofing & Sheet Metal of Florida, Inc.
- b) Currently this matter is within a Special Master that would force a buyout of stock which would change the Ownership percentage of Crowther Roofing & Sheet Metal of Florida, Inc. We expect this to be a quick modification and currently the plan would be to have the Company absorb the balance of DCD PARTNERS, LLC / David Crowther's shares when this action occurs. The remaining Shareholders would remain as is.

10/22/19 MVA Jacksonville Street, Ft. Myers. Lull overturns from trailer spilling under reportable quantity of Diesel fuel, under 25 gallons. City of Ft. Myers official observes fuel spill and reports to FDEP. Testing of soil requested and results provided. Fuel contained; no report number generated by FDEP.

6/4/20 MVA SR 82 Tractor trailer jack knifes in heavy rain at traffic light. FDOT Emergency response personnel created sand/soil berms to divert diesel from entering storm drains and aid in absorption of free liquids. Absorbent boom was also placed in Storm Drains. CROWTHER hired an environmental contractor to report to FDOT and FDEP its operations and provide a report. A vacuum truck removed liquid impacted storm drains until minimal diesel was present. Fresh boom was placed in storm drains and all contaminated sand and soil was containerized and removed from the roadway.

10/20/17 filing DCD PARTNERS, LLC vs. CROWTHER ROOFING AND SHEET METAL OF FLORIDA INC. /Case no: 17-CA-3426 Lee County -> case Currently pending for general business matters between shareholders.

- c) David Crowther was terminated from Crowther Roofing & Sheet Metal of Florida, Inc. on October 19,2009 and since that time he has not had any interaction or involvement in the business operations of Crowther Roofing & Sheet Metal of Florida, Inc.
- d) Currently this matter is within a Special Master that would force a buyout of stock which would change the Ownership percentage of Crowther Roofing & Sheet Metal of Florida, Inc. We expect this to be a quick modification and currently the plan would be to have the Company absorb the balance of DCD PARTNERS, LLC / David Crowther's shares when this action occurs. The remaining Shareholders would remain as is.

6/4/20 MVA SR 82 Tractor trailer jack knifes in heavy rain at traffic light. FDOT Emergency response personnel created sand/soil berms to divert diesel from entering storm drains and aid in absorption of free liquids. Absorbent boom was also placed in Storm Drains. CROWTHER hired an environmental contractor to report to FDOT and FDEP its operations and provide a report. A vacuum truck removed liquid impacted storm drains until minimal diesel was present. Fresh boom was placed in storm drains and all contaminated sand and soil was containerized and removed from the roadway.

**C. E-VERIFY
RFP-23-13-CR**

The Town of Fort Myers Beach will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act (“INA”)). The Town shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Town.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security’s website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer’s Signature)

04-24-2023

Date

Kevin Callans / President



Name and Title of Authorized Signee

Crowther Roofing & Sheet Metal of FL, Inc.

Name of Corporation, Partnership, Trust, Etc.

**D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
RFP-23-13-CR**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant's Responsibilities).

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."



Proposer's Signature

04-24-2023

Date

Kevin Callans / President

Name and Title of Authorized Signee

Crowther Roofing & Sheet Metal of FL, Inc.

Name of Corporation, Partnership, Trust, Etc.



E. NON-COLLUSION CERTIFICATION RFP-23-13-CR

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.



Proposer's Signature

04-24-2023

Date

Kevin Callans / President

Name and Title of Authorized Signee

Crowther Roofing & Sheet Metal of FL, Inc.

Name of Corporation, Partnership, Trust, Etc.



**F. SWORN STATEMENT UNDER SECTION 287.133 (3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

RFP-23-13-CR

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2020-009
For The partial re-roof of the Mound House

2. This sworn statement is submitted by Crowther Roofing & Sheet Metal of FL, Inc.
(name of entity submitting sworn statement)
whose business address is: 2543 Rockfill Rd. , Ft Myers, FL 33916

- and its Federal Employer Identification Number (FEIN) is 65-0653836
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

3. My name is Kevin Callans and my relationship to the entity named (please
print name of individual signing) above is
President.

4. 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. 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 jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. 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

 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

 - c. 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 binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief the statement that 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

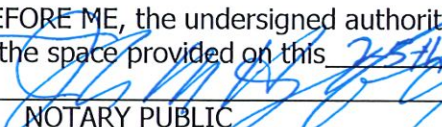
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 is was not in the public interest to place the entity submitting the 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 PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH 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)

4/25/23
(Date)

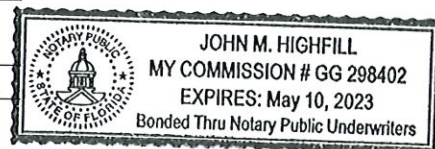
STATE OF Florida
COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  who, after first being sworn by me, affixed his/her signature in the space provided on this 25th day of April, 2023.

NOTARY PUBLIC

Commission number: _____

Commission expires: _____



G. CONFLICT OF INTEREST DISCLOSURE FORM
RFP-23-13-CR

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the Town of Fort Myers Beach.

The mere appearance of a conflict may be as serious and potentially damaging. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

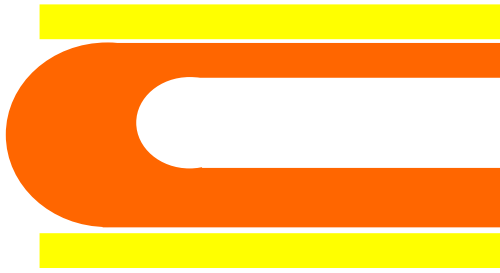
(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

Please check one of the following statements and attach necessary documents if necessary:

☒ **To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.**

☐ **The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.**

Company Name	<u>Crowther Roofing & Sheet Metal of FL, Inc.</u>
Authorized Signature	<u></u>
Name	<u>Kevin Callans</u>
Title	<u>President</u>
Date	<u>04-24-2023</u>



CROWTHER

ROOFING • LWIC • SHEET METAL • METAL TRUSSES • DECKING • AIR CONDITIONING • ELECTRICAL

April 25, 2023

PART 2 COVER PAGE

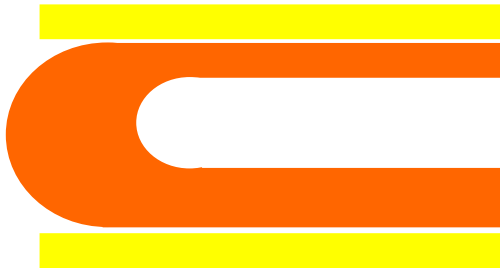
Partial Re-Roof of Mound House Ft Myers Beach, FL

AUTHORIZED representatives

1. Kevin Callans:
 - a. President
 - b. Office Location: 2543 Rockfill Rd., Ft Myers, FL 33916
 - c. Phone: 239-337-1300
 - d. Email: kevin@crowther.net
2. Project Manager:
 - a. Assigned PM is TBD based on availability at contract time.
 - b. Office Location: 2543 Rockfill Rd., Ft Myers, FL 33916
 - c. Phone: 239-337-1300
 - d. Email: TBD
3. Superintendent:
 - a. Assigned superintendent is TBD based on availability at contract time.
 - b. Office Location: 2543 Rockfill Rd., Ft Myers, FL 33916
 - c. Phone: 239-337-1300
 - d. Email: TBD

Page 1 of 1

2543 ROCKFILL ROAD • FORT MYERS, FLORIDA 33916 • (239) 337-1300 • FAX: (239) 332-0939
7321 INTERNATIONAL PLACE • SARASOTA, FLORIDA 34240 • (941) 343-9600 • FAX: (941) 371-8969
15865 ASSEMBLY LOOP ROAD • JUPITER, FLORIDA 33478 • (561) 624-9400 • FAX: (561) 624-9189
Florida Contractors Roofing License No. CCC 039822
State Certified Mechanical Contractor License No. CMC 1250360
State Certified General Contractor License No. CGC1518528



CROWTHER

ROOFING • LWIC • SHEET METAL • METAL TRUSSES • DECKING • AIR CONDITIONING • ELECTRICAL

April 25, 2023

PART 3

Table of Contents

Partial Re-Roof of Mound House

Ft Myers Beach, FL

Crowther Roofing Proposal dated 4-25-2023.

PART 1 – Bid Forms A. through G.

PART 2 – Cover Page

PART 3 – Table of Contents

PART 4 – Contractors Team/Management

PART 5 – Technical Experience

PART 6– Project Understanding/Approach

PART 7 – References

PART 8 – Additional Information

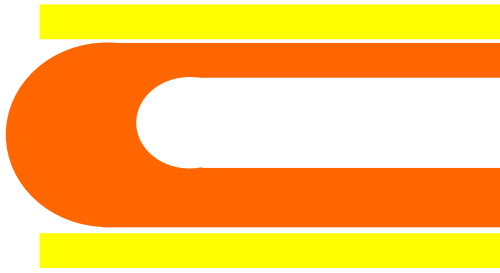
Page 1 of 1

2543 ROCKFILL ROAD	●	FORT MYERS, FLORIDA 33916	●	(239) 337-1300	●	FAX: (239) 332-0939
7321 INTERNATIONAL PLACE	●	SARASOTA, FLORIDA 34240	●	(941) 343-9600	●	FAX: (941) 371-8969
15865 ASSEMBLY LOOP ROAD	●	JUPITER, FLORIDA 33478	●	(561) 624-9400	●	FAX: (561) 624-9189

Florida Contractors Roofing License No. CCC 039822

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State Certified General Contractor License No. CGC1518528



CROWTHER

ROOFING • LWIC • SHEET METAL • METAL TRUSSES • DECKING • AIR CONDITIONING • ELECTRICAL

April 25, 2023

PART 4

Contractors Team/Management

Partial Re-Roof of Mound House

Ft Myers Beach, FL

1. See our Corporate Qualifications on the following pages.
2. Crowther Roofing is a 5th generation family owned and operated local business. We have been in business in Florida since the early 1970's. Our company is comprised of four offices in Florida. Two in Ft Myers, one in Sarasota and one in Jupiter. We are a company that offers the combined energy of over 60 years of experience, over 750 employees, and 450 service vehicles and are members of the NRP (National Roofing Partners) and the NRCA (National Roofing Contractors Association). We are nationally ranked at the top of our industry and have annual sales that have approached \$100,000,000.
3. We are guided by a customer-centered philosophy and strive to create a positive impact in our communities. We remain a family company and will continue to strive to deliver the highest standard of service, products, and excellent quality, and always mindful of our client's trust.
4. We would have a Project Manager assigned that would be responsible for the day-to-day communication and coordination with the customer.

Page 1 of 1

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CROWTHER

Roofing & Sheet Metal of Florida, Inc.

RoofChecK™

CoolChecK™



2543 Rockfill Road, Fort Myers, FL 33916-4891
www.Crowther.net

Roofing License #CCC039822 | HVAC License #CMC1250360

www.Crowther.net





Corporate Ownership

Lee J. Crowther
Founder and Vice Chairman

Lee S. Crowther
Chairman

Kevin M. Callans
President



Corporate Management

Dan Mazon
Secretary | Treasurer

Susan Sablan
Director of HR

Dana Parr
Brand Ambassador





Contractor's Qualification Statement

Condensed Version

SUBMITTED BY: Crowther Roofing & Sheet Metal of Florida, Inc.
CORPORATION: State of Florida Certified: #CCC039822
NAME: Lee S. Crowther, President
ADDRESS: 2543 Rockfill Rd., Ft. Myers, FL 33916
7321 International Pl., Sarasota, FL 34240
15865 Assembly Loop, Jupiter, FL 33478

1. ORGANIZATION

- 1.1** How many years has your organization been in business as a Contractor?
Crowther Roofing & Sheet Metal of FL - Since 1975
- 1.2** If your organization is a corporation, answer the following:
- 1.2.1 Date of incorporation: February 29, 1996 (Founded 2/1975)
1.2.2 State of incorporation: Florida

2. LICENSING

- 2.1** List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

State of Florida

Roofing - License No. CCC039822 Roofing – License No. CCC1330207
HVAC – License No. CMC1250360

3. EXPERIENCE

- 3.1** List categories of work that your organization normally performs with its own forces:
- | | | |
|---------------------|---------------------------------|---------------|
| Roofing - All Types | Architectural Sheet Metal | Electrical |
| Metal Roofing | Lightweight Insulating Concrete | Solar Panels |
| Air Conditioning | Light Gauge Steel Roof Trusses | Waterproofing |
| Metal Roof Decks | Carpentry Related to Roofing | |
- 3.2** On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. **See Attached**
- 3.3** On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, architect or general contractor, and the contract amount. **See Attached**
- 3.4** On a separate sheet, list the major projects your organization currently has in progress: **See Attached**



4. REFERENCES

4.1 Trade References:

Beacon Building Products Attn: Bill Hartung bill.hartung@bech.com	4075 Edison Ave. Fort Myers, FL 33916 (239) 935-5077
ABC Supply Attn: Trey Luken Trey.Luken@abcsupply.com	17195 Jean St. Ft. Myers, FL 33912 (239) 437-4778 Office, (239) 437-4030 Fax
Siplast Attn: Eric McKenzie emckenzie@siplast.com	1000 E. Rochelle Blvd Irving, TX 75062 (800) 922-8800

4.2 Bank References:

SunTrust Bank of Lee County, N.A.
12751 New Brittany Blvd.
Fort Myers, FL 33907
Attn: Beth Mortimer
Tel.: (239) 277-2581 Fax: 239-277-2579

4.3 Surety:

4.3.1 Name of Bonding Company:
C.N.A
Western Surety Company

4.3.2 Name and address of Agent:
Willis of Illinois, Inc.
233 South Wacker Drive, Suite 2000
Chicago, IL 60606
Attention: Kimberly Bragg (312) 288-7187, Fax: (312) 234-0663

4.3.3 Insurance/Worker's Compensation Agent:
Willis of Illinois, Inc.
233 South Wacker Drive, Suite 2000
Chicago, IL 60606
Attention: Dave Payne (312) 288-7170, Fax: (312) 621-4821



5. FINANCING

5.1 Financial Statement is available upon request. Contact Dan Mazon, Controller

5.1.1 Name and address of firm preparing financial statement:

Shepard Schwartz & Harris
150 N. Wacker Drive
Chicago, IL 60606
Attn: Richard Pearlman

Construction Experience and Qualifications Statement

CHAIRMAN OF THE BOARD:

Lee S. Crowther

B.S. Degree in Engineering – Physics, St. Ambrose College, Davenport, IA. Professional member of the Contractor's Specifications Institute. State of FL Certified Roofing Contractor. Graduate of FMI Young Managers Institute. A Crowther employee since 1979.

PRESIDENT:

Kevin M. Callans

Graduated from MacMurray College with a B.S. degree in Business Administration. Five years roofing field experience and fifteen years of management and administrative roofing expertise. A Crowther employee since 1994.

CHIEF FINANCIAL OFFICER:

Dan Mazon

B.S. in Accounting. Over 10 years of accounting experience within the Construction Industry. A Crowther employee since 2013.

MARKETING MANAGER:

Dana Parr

36 years of Marketing experience that includes digital and traditional media. Accounts include Harley Davidson, various automotive, banking, restaurants and retail accounts. A Crowther employee since 2020.

HUMAN RESOURCES DIRECTOR:

Susan Sablan

Master's in information systems management from the Naval Postgraduate School. Over 35 years managing organizations, projects, people and results. A Crowther employee since 2019.

HUMAN RESOURCES ASSISTANT:

Jessenia Cadenas

5 years of Customer Care Experience, Data Entry and Records Keeping. Personnel Management Assistance and a Crowther employee since 2020.



PROJECT MANAGERS:

Ruben Ponce

Graduated from Catholic University of Quito, Ecuador as a Civil Engineer. Eighteen years of roofing experience with emphasis in sheet metal roofing and light gauge steel truss design and construction. A Crowther employee for over 10 years.

Joseph Franciotti

Over twenty years working in the civil engineering, site development & design and construction fields working as a designer and project manager. A Crowther Employee since 2013.

Fausto Ponce

Graduate of Polytechnic University, Ecuador with a degree in Civil Engineering. Over 15 years in the construction industry. A Crowther employee since 2001.

Ed Sitoski

Over 35 years in the construction trades with 22 years in the Commercial Roofing Industry as Project Manager, General Manager and VP, with 15 years at Crowther Roofing.

Chris Binkowski

Associate degree in general degree in general education from Florida Southwestern. 8 years of experience in Roofing distribution, sales, and management. A Crowther Employee since 2020.

David Sadler

Born and raised in SW Florida. Over 15 years in roofing experience. A Crowther employee since 2020.

PERMIT & INSPECTION ADMINISTRATION:

Jeff Saccomani

Graduated from Vocational Technical School in Pittsburgh, PA. Computer background with certifications from Microsoft and Tandy Corporations with over 18 years of computer technical service. A Crowther Employee since 2006.

CORPORATE SAFETY OFFICER:

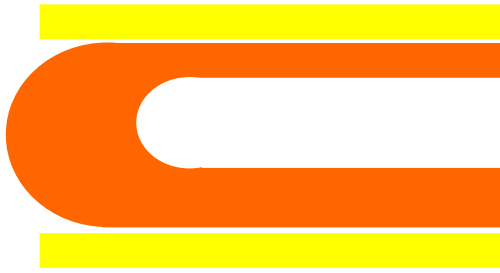
Ron Coveleski

B.S. in Civil Engineering from Widener University with over fifteen years of direct construction/safety experience and author of many exceptional safety programs. Ron brings an outstanding record of safety management to Crowther Roofing. A Crowther employee since 2001.



CONSTRUCTION SUPERINTENDENTS:

John Dixon	Sarasota roofing superintendent for twelve years and a Crowther employee since 1990.
Mark Exline	Licensed construction superintendent. Eighteen years roofing and general construction experience. Asbestos certified. A Crowther employee since 1998.
Mike Proulx	Licensed construction superintendent. 22 years roofing and general construction experience. Asbestos certified. A Crowther employee since 1993.
Gary Stanczik	Roofing Sheet Metal Division Superintendent and a Crowther employee since August of 2005.
Aldo Delgado	Fort Myers Construction Superintendent/PM. Versed in all aspects of roofing and lightweight insulating concrete. Approved by all roofing manufacturer's Crowther works with. A Crowther employee since 2000.
Jeff Waldschmidt	Sarasota Construction Superintendent with over 20 years of roofing experience with over 15 years as a Superintendent. CDL licensed crane operator. A Crowther employee since 2004.
Sal Garcia	Sloped Construction Superintendent. A Crowther employee since 1991.
John Crespo	Fort Myers Commercial Superintendent. A Crowther employee since 2012.



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April 25, 2023

PART 5

Technical Experience

Partial Re-Roof of Mound House

Ft Myers Beach, FL

1. See the following pages for a list of some of our major current and completed projects.

Page 1 of 1

2543 ROCKFILL ROAD	•	FORT MYERS, FLORIDA 33916	•	(239) 337-1300	•	FAX: (239) 332-0939
7321 INTERNATIONAL PLACE	•	SARASOTA, FLORIDA 34240	•	(941) 343-9600	•	FAX: (941) 371-8969
15865 ASSEMBLY LOOP ROAD	•	JUPITER, FLORIDA 33478	•	(561) 624-9400	•	FAX: (561) 624-9189

Florida Contractors Roofing License No. CCC 039822

State Certified Mechanical Contractor License No. CMC 1250360

State Certified General Contractor License No. CGC1518528

MAJOR JOBS IN PROGRESS

Updated 3/2023

PROJECT: 41 Central Condos
LOCATION: Fort Myers, FL
FOR: Lyon Contracting, Inc.
CONTACT: Osvaldo Padillo, 320-252-2267
CONTRACT: \$1,260,000

PROJECT: Harbour Oaks Condominium
LOCATION: Longboat Key, FL
FOR: Harbour Oaks Condo Association
CONTACT: Ron Kough, 941-812-5996
CONTRACT: \$2,500,375

PROJECT: The Pointe Condominiums
LOCATION: Siesta Key, FL
FOR: Casey Management
CONTACT: John Cassidy, 732-500-5073
CONTRACT: \$1,380,000

PROJECT: Margaritaville Resort Hotel
LOCATION: Fort Myers Beach, FL
FOR: Jacquin & Sons
CONTACT: Patrick Dillis, 239-594-1194
CONTRACT: \$854,000

PROJECT: Franklin Park Elementary
LOCATION: Fort Myers, FL
FOR: DeAngelis Diamond
CONTACT: John Klockner, 303-653-6159
CONTRACT: \$2,407,072

PROJECT: Allegro at Hacienda Lakes
LOCATION: Naples, FL
FOR: Hennessy Construction
CONTACT: Wendy Miskewich, 941-923-2403
CONTRACT: \$585,060

PROJECT: Sunseeker Resort Charlotte Harbor
LOCATION: Port Charlotte, FL.
FOR: Florida Premier Contractors
CONTACT: Carlton Hughes, 941-870-9400
CONTRACT: \$859,500

PROJECT: Sundial East
LOCATION: Sanibel, FL
FOR: sundial East Condo Association
CONTACT: Marti Antonelli, 239-472-0062
CONTRACT: \$2,620,148

PROJECT: The Vistas at Park Shore
LOCATION: Naples, FL
FOR: Vistas Condominium Association.
CONTACT: Robert Algoo, 239-939-1414
CONTRACT: \$1,986,989

PROJECT: Sanctuary IV @ Longboat Key
LOCATION: Longboat Key, FL
FOR: Sanctuary at Longboat Key
CONTACT: Ron Kough, 941-812-5996
CONTRACT: \$1,985,600

PROJECT: RSW Terminal Expansion
LOCATION: Fort Myers, FL
FOR: Manhattan Construction
CONTACT: John Begani, 239-643-6000
CONTRACT: \$6,128,642

PROJECT: Sea Grove at the Dunes
LOCATION: Naples, FL
FOR: Sea Grove at the Dunes
CONTACT: Robert Algoo 239-939-1414
CONTRACT: \$1,154,715

PROJECT: Seminole Tribe Cultural Center
LOCATION: Okeechobee, FL
FOR: Wright Construction
CONTACT: Dustin Heath, 239-481-5000
CONTRACT: \$1,305,900

PROJECT: W D Sugg Middle School
LOCATION: Sarasota, FL
FOR: Willis Smith Construction
CONTACT: Carol Brunemann 941-366-3116
CONTRACT: \$1,393,291

PROJECT: Legacy 500
LOCATION: Fort Myers, FL
FOR: Geis Companies
CONTACT: Todd Strackbein 239-719-2019
CONTRACT: \$2,377,300

PROJECT: Riverdale High School
LOCATION: Fort Myers, FL
FOR: Suffolk Construction
CONTACT: Jasmine Stanford, 813-739-4508
CONTRACT: \$1,819,665

PROJECT: Robb & Stucky Fort Myers
LOCATION: Fort Myers, FL
FOR: Robb & Stucky Furniture
CONTACT: Eric Chien, 239-270-5652
CONTRACT: \$1,179,500

PROJECT: Palm Pointe, Fort Myers
LOCATION: Fort Myers, FL
FOR: Lyons Contracting
CONTACT: Osvaldo Padilla, 320-252-2257
CONTRACT: \$1,186,950

MAJOR JOBS COMPLETED 2019 – 2023

Updated 7/202

PROJECT: Pines of Sarasota - 2021
LOCATION: Sarasota, FL
FOR: McIntyre Elwell & Strammer
CONTACT: Melanie Brunemann, 941-377-6800
CONTRACT: \$3,570,080

PROJECT: Bentley Village West - 2019
LOCATION: Naples, FL
FOR: Suffolk Construction
CONTACT: Keith Morgan 239-91-3000
CONTRACT: \$1,743,950

PROJECT: Sapphire Lakes ALF - 2019
LOCATION: Naples, FL
FOR: Gates Construction
CONTACT: Tom Siwek 239-593-3777
CONTRACT: \$720,725

PROJECT: Ortiz jail Core II - 2023
LOCATION: Fort Myers, FL
FOR: Lee County Government
CONTACT: Adam Brooke, 239-533-8851
CONTRACT: \$991,380

PROJECT: Moorings Park @ Grande Lake - 2021
LOCATION: Naples, FL
FOR: Suffolk construction
CONTACT: Keith Morgan, 239-791-3000
CONTRACT: \$1,499,783

PROJECT: Fire Station #32 Immokalee - 2021
LOCATION: Immokalee, FL
FOR: Envirostruct, LLC
CONTACT: Mike Breckenridge 239-216-6772
CONTRACT: \$524,345

PROJECT: One West Apartment, Silver Hills-2021
LOCATION: Fort Myers, FL
FOR: DeAngelis Diamond Construction
CONTACT: Jesse Slenk 239-594-1994
CONTRACT: \$761,250

PROJECT: Estero Beach Club East
LOCATION: Ft. Myers Beach, FL
FOR: Estero Beach Club East
CONTACT: Pat Moran, 708-691-7813
CONTRACT: \$872,000

PROJECT: Gulf Coast Medical Ctr Exp - 2020
LOCATION: Fort Myers, FL.
FOR: Skanska USA building
CONTACT: Brad Kaaber, 239-275-2273
CONTRACT: \$3,347,200

PROJECT: NeoGenomics Headquarters - 2021
LOCATION: Fort Myers, FL
FOR: DeAngelis Diamond Construction
CONTACT: Robbie Tiedeman, 239-594-1994
CONTRACT: \$766,858

PROJECT: Creekside Crossing @ Pelican Landing - 2022
LOCATION: Bonita Springs, FL
FOR: Creekside Crossing @ Pelican Landing
CONTACT: Ron Schweizer, 815-791-4335
CONTRACT: \$2,075,436

PROJECT: St. Marissa Condo Reroof - 2021
LOCATION: Naples, FL.
FOR: Bonk and Associates
CONTACT: Scott Bonk, 239-768-3654
CONTRACT: \$1,614,005

PROJECT: Waterside Place - Lakewood Ranch 2021
LOCATION: Sarasota, FL
FOR: Willis Smith Construction
CONTACT: Fred Cavaluzzi 941-366-3116
CONTRACT: \$2,210,000

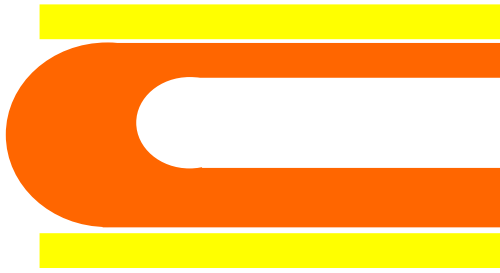
PROJECT: Hertz Arena Hurricane Hardening - 2019
LOCATION: Fort Myers, Florida
FOR: Walker Contracting Group
CONTACT: Mike Walker, 239-263-7500
CONTRACT: \$888,300

PROJECT: Villas on the Green - 2023
LOCATION: Jupiter, Florida
FOR: Villas on the Green Condominiums
CONTACT: George Tivedo, 863-699-0900
CONTRACT: \$1,718,859

PROJECT: Villas III - 2020
LOCATION: Naples, Florida
FOR: Villas III @ Cedar Hammock
CONTACT: Paul Willis, 508-209-2900
CONTRACT: \$1,749,000

PROJECT: Residence at Pelican Isle – 2019
LOCATION: Naples, FL
FOR: Coastal Maintenance & Restoration
CONTACT: John Eastman 239-260-1833
CONTRACT: \$2,608,660

PROJECT: MMM High School - 2021
LOCATION: Bonita Springs, FL
FOR: Suffolk Construction
CONTACT: Janet Cole, 239-791-3000
CONTRACT: \$3,400,000



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April 25, 2023

PART 6

Understanding & Approach

Partial Re-Roof of Mound House

Ft Myers Beach, FL

Below is our proposed preliminary schedule of the work proposed.

- Please note that the start of our preliminary schedule is based on a signed contract and material availability.
 - Per the Cedar Shake manufacture: lead time for the product is 4-6 weeks, plus an additional 2-3 weeks for delivery from their source.
-
1. Start Date: TBD (Depending on contract status, material availability)
 2. Submittals Process: **4-6 weeks**
 3. Material Acquisition: **4-6 weeks** for manufacturer processing
 4. Material delivery: **2-3 weeks** from their source (west of USA or Canada)
 5. Construction start/mobilization: **TBD** based on Crowther schedule (to be discussed if Crowther is awarded project)
 - a. *Due to the enormous amount of work from Hurricane Ian our schedule has drastically been affected.*
 6. Tear off Existing Shakes / Dry-in: **2 weeks**
 7. Install new Shakes & related sheet metal: **2 weeks**
 8. Punchlist / Completion: **1-2 Days**

TOTAL Timeline is approximately *19 weeks from Contract Award.

**This timeline could change in either direction depending on material availability and Crowther Schedule.*

Page 1 of 1

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Florida Contractors Roofing License No. CCC 039822
State Certified Mechanical Contractor License No. CMC 1250360
State Certified General Contractor License No. CGC1518528



PART VIII
REFERENCE QUESTIONNAIRE FORM

Reference Questionnaire

Solicitation: RFP-23-13-CR – Partial Re-roof of Mound House	
Crowther Roofing & Sheet Metal of FL, Inc.	
Name of Company Requesting Reference Information:	
Name of Client/Individual Providing Reference Information:	
Name: <u>Jeremiah Liberty</u>	Company: <u>The Claridge at Pelican Bay</u>
Email: <u>jeremiah.liberty@guestservices.com</u>	Tel: <u>239-594-5030</u>

Please do not use current or former Town of Fort Myers Beach employees as references

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Project/Contract Name: Crowther Roofing

Summarize the scope: Replacement of 22 story flat roof and metal seam roofing

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	9
2	Ability to maintain project schedule (complete on-time or early).	9
3	Quality of work.	9
4	Quality of consultative advice provided on the project.	9
5	Professionalism and ability to manage personnel.	9
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	9
7	Ability to verbally communicate and document information clearly and succinctly.	9
8	Ability to manage risks and unexpected project circumstances.	9
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	9
10	Overall comfort level with hiring the company in the future (customer satisfaction).	9
TOTAL SCORE OF ALL ITEMS		



PART VIII
REFERENCE QUESTIONNAIRE FORM

Reference Questionnaire

Solicitation: RFP-23-13-CR – Partial Re-roof of Mound House	
Crowther Roofing & Sheet Metal of FL, Inc.	
Name of Company Requesting Reference Information:	
Name of Client/Individual Providing Reference Information:	
Name: <u>Andrew "Drew" Torgerson</u>	Company: <u>American Roof Insulation Services</u>
Email: <u>dnew @ ARIS-FL.com</u>	Tel: <u>239-940-4381</u>

Please do not use current or former Town of Fort Myers Beach employees as references

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Project/Contract Name: Part One of Lakewood CoA

Summarize the scope: Re-roof leaving lightweight in place

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	9
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	9
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		98



PART VIII
REFERENCE QUESTIONNAIRE FORM

Reference Questionnaire

Solicitation: RFP-23-13-CR – Partial Re-roof of Mound House	
Crowther Roofing & Sheet Metal of FL, Inc.	
Name of Company Requesting Reference Information:	
Name of Client/Individual Providing Reference Information:	
Name: <u>Al Jaggers</u>	Company: <u>Shell Point retirement community</u>
Email: <u>aljaggers@shellpoint.org</u>	Tel: <u>239-433-7924</u>

Please do not use current or former Town of Fort Myers Beach employees as references

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Project/Contract Name: Crowther has done all of the roofing work in my 7 years at Shell Point. Crowther is in the process of Ian Damage Repair.

Summarize the scope: Crowther has done commercial and residential repair and re-roof projects throughout the property.
They do great work and meet the deadlines.

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		100



PART VIII
REFERENCE QUESTIONNAIRE FORM

Reference Questionnaire

Solicitation: RFP-23-13-CR – Partial Re-roof of Mound House

Crowther Roofing & Sheet Metal of FL, Inc.

Name of Company Requesting Reference Information:

Name of Client/Individual Providing Reference Information:

Name: PAT MORAN Company: ESTERO BEACH CLUB EAST

Email: Moranpb@gmail.com Tel: 768-691-7813

Please do not use current or former Town of Fort Myers Beach employees as references

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Project/Contract Name: REPLACING OF ARE TWO BUILDINGS ROOFS

Summarize the scope: REMOVAL OF ASBESTOS SHINGLES METAL FABRICATION ENGINEERING THE NEW ROOF DECK REMOVAL OF DETERIORATE CONCRETE RE-EXPOSEMENT OF THE ROOF DECK AND THE NEW TAR+GRCH 'ROOF

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10 +
2	Ability to maintain project schedule (complete on-time or early).	10 +
3	Quality of work.	10 +
4	Quality of consultative advice provided on the project.	10 +
5	Professionalism and ability to manage personnel.	10 +
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10 +
7	Ability to verbally communicate and document information clearly and succinctly.	10 +
8	Ability to manage risks and unexpected project circumstances.	10 +
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10 +
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10 +
TOTAL SCORE OF ALL ITEMS		

I WISH I COULD GIVE A HIGHER 100 +
SCORE THIS COMPANY IS ALL ABOUT
QUALITY!!



PART VIII
REFERENCE QUESTIONNAIRE FORM

Reference Questionnaire

Solicitation: RFP-23-13-CR – Partial Re-roof of Mound House

Crowther Roofing & Sheet Metal of FL, Inc.

Name of Company Requesting Reference Information:

Name of Client/Individual Providing Reference Information:

Name: Timothy Mace Company: Wilderness Country Club

Email: t.mace@wildernesscc.com Tel: _____

Please do not use current or former Town of Fort Myers Beach employees as references

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Project/Contract Name: Wilderness Roof Replacements

Summarize the scope: Roof Replacement 25 buildings 50 carports

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		10



REQUEST FOR PROPOSALS

Partial Re-roof of Mound House

RFP-23-13-CR

Issued: Tuesday, March 22, 2023

**Proposals Due: Monday, April 25, 2023
2:00 PM Local Time**

Prepared by:
Town of Fort Myers Beach
Contracts Manager
2525 Estero Blvd.
Fort Myers Beach, Florida 33931
Email: bids@fmbgov.com
Phone: (239) 765-0202

PART I
Legal Notice

**PUBLIC NOTICE OF
REQUEST FOR PROPOSALS**

Partial Re-roof of Mound House

RFP-23-13-CR

Request for Proposal (RFP) packages will be received by the Town of Fort Myers Beach, Contracts Manager until **2:00 PM Local Time** on Monday, **April 25, 2023**. Bids will be opened at 2:15 PM, same day, in the temporary Town Council Chambers at Town Hall, 2545 Estero Boulevard, Fort Myers Beach, FL. 33931. There will be a non-mandatory pre-bid meeting on Wednesday, April 5, 2023 at 10am, at 451 Connecticut Street, Fort Myers Beach, Florida 33931. Inquire for meeting details at bids@fmbgov.com.

General Project Description (for detailed description please refer to the full RFP document):

The Town of Fort Myers Beach is seeking a qualified Contractor to do partial Re-roofing of Historic Mound House to repair damages caused by Hurricane Ian.

Town reserves the right to phase scope of work to coincide with the available budget.

The Town intends to award a Professional Services Agreement to the best qualified consultant that offers a proposal that is deemed to be in the Town's best interest. The Town is not responsible for expenses incurred prior to award. The Town reserves the right to reject any and all responses and to waive any irregularities or informalities.

RFP documents and other information can be obtained by downloading from www.demandstar.com or www.fmbgov.com. Please direct questions to Contracts Manager: bids@fmbgov.com.

PART II

GENERAL INFORMATION

Purpose of RFP

The purpose of the RFP is to solicit proposals from qualified service providers wishing to contract with the Town of Fort Myers Beach to repair the damages to the Mound House roof damaged by 2022 Hurricane Ian (DR-4673-FL). The RFP process is intended to provide the Town with information to assist in the selection process.

Applicability of the Public Records Act and Sunshine Law

All submittals and supplemental information obtained in response to this RFP are subject to the Florida Public Records Act and Sunshine Law and will be made available, after award of contract or after 30 days, whichever comes first, upon request by any person or firm.

Tentative Schedule

Non-Mandatory Pre-Bid Meeting	April 5, 2023
Questions due	April 12, 2023
Submittals are due	April 25, 2023
Bids Opened	April 25, 2023
Selection Advisory Committee meeting	May 2023
Contract approval by Town Council (TENTATIVE)	May 2023

There is a page limit to your submittal. Please refer to *Part IV – Information Required of Proposer*.

Questions and Addendum

Written questions regarding this RFP must be submitted to bids@fmbgov.com no later than by end of business day April 12, 2023. Addendums will be posted through the town website, www.fmbgov.com as well as www.demandstar.com. It is the proposer's responsibility to check for and acknowledge the receipt of all addendums (if any). Failure to do so may result in disqualification of your submittal.

Incurred Expenses

The Town is not responsible for any expenses which proposers may incur preparing and submitting letters of interest and qualifications packages called for in this Request for Proposals.

Interviews

The Town reserves the right to conduct personal interviews or required presentations of any of the proposers prior to selection. The Town will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

Proposal Acknowledgement

By submitting an RFP package, the proposer certifies that he/she has fully read and understands the qualifications instructions and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information

The proposer shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Signature Requirements

Proposals must be signed by duly, authorized official(s) of the proposing firm. Joint ventures or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Acceptance/Rejection/Modifications to Proposals

The Town reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the evaluation process.

Method of Compensation

The Consultant shall be compensated in a lump sum payment method as predetermined and addressed prior to the completion of the negotiation process. The lump sum payment method shall apply to each phase of the work.

Prompt Payment

All invoices shall contain a detailed breakdown of the services provided for which payment is being requested.

Employment of Unauthorized Alien Workers

The Town of Fort Myers Beach will not intentionally award publicly-funded contracts to any contractor who fU.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act (“INA”)). The Town shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Town.

Protest Procedures

Any prospective bidder who desires to protest any aspect(s) or provision(s) of this solicitation shall file his protest with the Town Clerk in writing prior to the time of the bid opening.

Award of contract shall be made in a manner consistent with the Town's Purchasing Policy. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a Notice of Intent to protest with the Town Clerk within 72 hours (excluding Saturday, Sunday and legal holidays) after the posting of the bid tabulation or after receipt of the Notice of Award or Notice of Intent to award the contract, whichever is later. A formal written protest must be filed within 10 days after the filing of the initial written Notice of Intent to Protest. The formal written protest must state with particularity the fact and law upon which the protest is based.

Sales Tax

The Town of Fort Myers Beach, Florida, as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. All successful bidders will be provided a copy of the Town's Certificate of Exemption upon contract award.

PART III **Statement of Work**

1. INTRODUCTION

The Town of Fort Myers Beach owns and manages the Mound House, a 2.77 acre archaeological and historical site located off Estero Bay. The Mound House 1921 Arts and Crafts Style Structure is on the National Register of Historic Places and sits atop a 2,000 year old Calusa Indian Shell Mound. Due to the damages inflicted by Hurricane Ian, the cedar shake shingle roof will need to be replaced. All work in the scope follows the U.S. Department of Interiors Guidelines for the Rehabilitation of Historic Structure.

PURPOSE OF SCOPE

Partial Reroofing: Scope is limited to the wood shake roofing system and associated sheet metal flashing, other existing roofing/ roof systems to remain. Full tear-off and replacement of the entire wood shake roofing system. Remove and replace existing associated sheet metal flashing. New self-adhering underlayment. The work includes an allowance for deteriorated wood roof decking. The work includes masonry chimney repair, and a new chimney cap, and replacement of a limited quantity of gutter and downspout. Full requirements for quality and performance are indicated in the Contract Documents.

This scope of services includes the following tasks:

(SEE ATTACHMENT A)

FEE ESTIMATE

The Town will investigate fees for each phase and reserves the right to terminate project at the end of any phase or upon 30 days written notice.

PART IV

INFORMATION REQUIRED OF PROPOSER

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the qualifications packages be organized in the manner specified. The proposals should be assembled in the order listed below and utilize the headings given. Maximum 30 pages (excluding (9) *Other Information* section). The Town values brevity.

(1) Filled forms A. through G.

(2) Cover Letter – max two pages

The Cover Letter should include the name of the person(s) who will be authorized to make representations for the proposer, their title(s), office location, and contact information.

(3) Table of Contents – one page

(4) Consultant's Team and Management

Provide company profile, including brief history, vision, location of local headquarters, and services provided. Identify the project staffing plan, their qualifications, education and experience with comprehensive plan updates of the key personnel assigned to this project. Provide an organization chart that identifies those individuals that will be most directly involved with the Town's projects should be included. The chart should identify each person's home office. Identify the officer-in-charge/client service manager/officer-in-charge that will be responsible for day-to-day communication and coordination with the Town.

Consultants interested in performing these services must exhibit considerable relevant experience with this type of work and should emphasize both the experience and capability of personnel who will actually perform the work.

(5) Technical Experience

The proposer should present recent (within the last five years), relative firm experience that is most similar to the requested scope of services in the communities similar to Marco Island.

(6) Project Understanding and Approach

This section should include a statement as to the proposer's understanding of the Town's needs as it relates to this RFP. Provide a proposed preliminary work plan including a schedule of public forums, reports, etc., in a timeline format for completing the process with key project milestones.

(7) References

Five (5) client references within the last five years on the form provided by the Town (See **Part VIII**)

(8) Other Information (not a part of 30 page limit)

This section should include Proof of Insurance, applicable business and professional licenses and other information the proposer considers pertinent for consideration.

PART V
PROPOSAL EVALUATION AND REVIEW PROCEDURE

Review of the Proposal Submittals will be performed by a selection committee, the members of which are determined by the Town Manager.

Proposals will be ranked according to the following criteria:

	<u>Max Points</u>
Consultants Team and Management	25
Technical Experience	25
Project Understanding and Approach	25
References	25
Total Possible Points	100

The Town's selection committee will evaluate the submittals and may recommend a firm to the Town Manager for award or may create a short list of firms which may be invited for interviews. The interviews/presentations provide an opportunity for the proposer to clarify the proposal package and detail the proposed project approach for an assignment to the Town. After deliberation following the interviews. A recommendation to begin negotiations with the selected firm will be made by the Town Council.

Selection is contingent upon the negotiation of a mutually acceptable contract with the successful proposer.

PART VI
INSURANCE REQUIREMENTS

- ❑ COMMERCIAL GENERAL LIABILITY LIMITS \$ 2,000,000 AGGREGATE
(MUST INCLUDE CONTRACTUAL LIABILITY)\$ 1,000,000 EACH OCCURRENCE
\$ 1,000,000 PRODUCTS-COMP/OP
\$ 1,000,000 PERS & ADV INJURY
- ❑ PROFESSIONAL LIABILITY AND/OR \$ 1,000,000 AGGREGATE ERRORS
AND OMISSIONS LIABILITY \$ 1,000,000 EACH OCCURRENCE
- ❑ AUTOMOBILE LIABILITY \$ 1,000,000 COMBINED SINGLE LIMIT
(INCLUDE HIRED AND NON-OWNED LIABILITY)
- ❑ WORKER'S COMPENSATION STATUTORY
- ❑ EMPLOYER'S LIABILITY \$ 1,000,000 EACH ACCIDENT
\$ 1,000,000 DISEASE-POLICY LIMIT
\$ 1,000,000 DISEASE-EACH EMPLOYEE
- ❑ THE TOWN OF FORT MYERS BEACH, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. CONTRACTOR'S AND/OR SUBCONTRACTOR'S GENERAL LIABILITY SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

THE ABOVE REFLECTS THE MINIMUM REQUIREMENTS FOR WORKING WITH THE TOWN OF FORT MYERS BEACH, FLORIDA. ANY REQUIREMENTS FOUND IN A PARTICULAR JOB'S CONTRACT THAT ARE OF A HIGHER STANDARD WILL PREVAIL.

THE TOWN OF FORT MYERS BEACH, FLORIDA MUST BE GIVEN A CERTIFICATE OF INSURANCE SHOWING THAT THE ABOVE REQUIREMENTS HAVE BEEN COMPLIED WITH. A CURRENT CERTIFICATE OF INSURANCE MUST BE IN THE TOWN'S OFFICES BEFORE THE WORK BEGINS. THE CERTIFICATE OF INSURANCE MUST REMAIN CURRENT IN ORDER FOR THE TOWN TO ISSUE PAYMENTS TO THE CONTRACTOR OR SUB CONTRACTOR.

POLLUTION AND REMEDIATION LIABILITY INSURANCE

Required by this Agreement? ☐ Yes ☐ No

1. If coverage is provided on a "Claims Made" form as opposed to an "Occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that, in the event of cancellation or non-renewal, the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.
2. The Town of Fort Myers Beach shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.
3. Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the Town with certificates of insurance meeting the

required insurance provisions.

4. The Town of Fort Myers Beach must be named as “**ADDITIONAL INSURED**” on the Insurance Certificate for Commercial General Liability.
5. The Town of Fort Myers Beach shall be named as the Certificate Holder. NOTE: The “Certificate Holder” should read as follows:

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

6. **Thirty (30) Days Cancellation Notice is required.**

PART VII
STANDARD FORMS

The below forms A. through G. are to be submitted with your response to this RFP.

A. DECLARATION STATEMENT
RFP-23-13-CR

Full Name of Proposer:

Main Business Address:

Telephone No.: _____ Fax No. _____

Email Address: _____ @ _____

State License# _____ Type _____

To: Town Manager, Town of Fort Myers Beach,
 Florida (hereinafter called the Owner)

The undersigned, as Proposer hereby declares that he has examined the Scope of Services and informed himself fully in regard to all conditions pertaining to the work to be done. The Proposer further declares that the only persons, company or parties interested in this Proposal or the RFP to be entered into as principals are named herein; that the Proposal is made without connection with any other person, company or companies making a Proposal; and it is in all respects fair and in good faith, without collusion or fraud.

The services to be furnished by us shall be performed in accordance with the requirements of the Request for Proposals RFP-23-13-CR as issued by The Town of Fort Myers Beach on Tuesday, March 22, 2023. The undersigned do agree that should his firm is offered a contract, to execute that contract and present the same to the Town for approval within fifteen (15) days after being notified of the award. The undersigned do further agree that failure to execute and deliver said forms of Contract within fifteen (15) days will result in damages to the Town.

Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Contractor's Signature (Full Name)
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day
_____, 202__ in the City of _____, in the State of _____.

Firm's **Complete Legal** Name

Check one of the following:

- ☐ Sole Proprietorship
- ☐ Corporation or P.A.
- ☐ Limited Partnership
- ☐ General Partnership

Phone No. _____

FAX No. _____

Address _____

City, State, Zip

BY: _____

Typed and Written Signature

Title _____

B. STATEMENT OF LITIGATION, AWARDS AND FEES RFP-23-13-CR

STATEMENT OF LITIGATION WITHIN STATE OF FLORIDA

Litigation information: Identify any pending litigation or litigation completed in the last five-years within State of Florida. Identify lawsuit by name, number, date filed, parties, and your claim or participation.

Fees

List total fees for work done on all The Town of Fort Myers Beach Government projects in the past five (5) years, whether as an individual firm or as part of a joint venture. Fees must be listed individually by RFP or project and then summarized as a total dollar amount. Attach additional page if necessary.

\$_____Total Fees for work done on all The Town of Fort Myers Beach projects

**C. E-VERIFY
RFP-23-13-CR**

The Town of Fort Myers Beach will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act (“INA”)). The Town shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Town.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security’s website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer’s Signature)

Date

Name and Title of Authorized Signee

Name of Corporation, Partnership, Trust, Etc.

**D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
RFP-23-13-CR**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant's Responsibilities).

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Proposer's Signature

Date

Name and Title of Authorized Signee

Name of Corporation, Partnership, Trust, Etc.

(SEAL)

E. NON-COLLUSION CERTIFICATION RFP-23-13-CR

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

Proposer's Signature

Date

Name and Title of Authorized Signee

Name of Corporation, Partnership, Trust, Etc.

(SEAL)

**F. SWORN STATEMENT UNDER SECTION 287.133 (3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES****RFP-23-13-CR**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2020-009
For _____
2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)
whose business address is: _____

and its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)
3. My name is _____ and my relationship to the entity named (please
print name of individual signing above is
_____.
4. 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. 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 jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. 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
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. 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 binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief the statement that 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ 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 the 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 PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH 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)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided on this _____ day of _____, 20_____.

NOTARY PUBLIC

Commission number: _____

Commission expires: _____

**G. CONFLICT OF INTEREST DISCLOSURE FORM
RFP-23-13-CR**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the Town of Fort Myers Beach.

The mere appearance of a conflict may be as serious and potentially damaging. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

Please check one of the following statements and attach necessary documents if necessary:

_____ **To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.**

_____ **The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.**

Company Name _____

Authorized Signature _____

Name _____

Title _____

Date _____



PART VIII
REFERENCE QUESTIONNAIRE FORM

Reference Questionnaire

Solicitation: RFP-23-13-CR – Partial Re-roof of Mound House

Name of Company Requesting Reference Information:

Name of Client/Individual Providing Reference Information:

Name: _____ Company: _____

Email: _____ Tel: _____

Please do not use current or former Town of Fort Myers Beach employees as references

Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Project/Contract Name: _____

Summarize the scope: _____

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Ability to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

ARCHITECTURAL GENERAL NOTES – BUILDING CODE SUMMARY		
PROJECT DESCRIPTION: PARTIAL RE–ROOFING (WOOD SHAKE SHINGLES ONLY)		
AREA TOTAL WOOD SHAKE SHINGLES ROOFING SQUARE FOOTAGE: 2,273 SQ. FT. (22.73 SQUARES)		
APPLICABLE CODES :		
2020	FLORIDA BUILDING CODE	BUILDING
2020	FLORIDA BUILDING CODE	EXISTING BUILDING
2020	FLORIDA BUILDING CODE	MECHANICAL
2020	FLORIDA BUILDING CODE	PLUMBING
2020	FLORIDA BUILDING CODE	FUEL GAS
2020	FLORIDA BUILDING CODE	TEST PROTOCOLS
2020	FLORIDA BUILDING CODE	ENERGY (Chapter 13)
2020	FLORIDA BUILDING CODE	SREF (Chapter 423)
2020	FLORIDA BUILDING CODE	ACCESSIBILITY
2017	NFPA 70 NATIONAL ELECTRICAL CODE	
2018	NFPA 101–06 LIFE SAFETY CODE	
2020	FLORIDA FIRE PREVENTION CODE, 7TH EDITION	
SPECIAL CONSIDERATION FOR HISTORIC BUILDINGS:		
2020 FBC, EXISTING BUILDING, APPENDIX B, STANDARD FOR REHABILITATION THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC STRUCTURES		
OCCUPANCY CLASSIFICATION / CONSTRUCTION TYPE :		
OCCUPANCY CLASSIFICATION: BUSINESS – GROUP B (MUSEUM USE)		
(NO CHANGE OF OCCUPANCY)		
CLASSIFICATION OF WORK: EXISTING BUILDING (HISTORIC) – ALTERATION LEVEL 1		
CONSTRUCTION TYPE: TYPE V–B (UNPROTECTED)		
FIRE–RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS:		
BEARING WALLS EXTERIOR:	0 HOURS	
BEARING WALLS INTERIOR:	0 HOURS	
NONBEARING WALLS EXTERIOR	0 HOURS	
NONBEARING WALLS INTERIOR	0 HOURS	
FLOOR CONSTRUCTION:	0 HOURS	
ROOF CONSTRUCTION	0 HOURS	
GENERAL PROJECT NOTES:		
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, COUNTY, AND CITY CODES, RULES, REGULATIONS, AND ORDINANCES.		
2. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DETAILS OF THE WORK. AND NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THESE CONDITIONS AND THE DRAWINGS.		
3. CONTRACTOR IS TO ENSURE THAT BUILDING IS SEALED AND SECURED AT THE END OF EACH WORK DAY.		
4. CONTRACTOR IS TO COORDINATE ALL WORK WITH THE REQUIREMENTS OF THE ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DOCUMENTS.		
6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND INSPECTIONS REQUIRED, AND SHALL PAY FOR ALL, UNLESS CONTRACT INDICATES OWNER SHALL PAY.		
7. ALL EXISTING CEILING, FLOOR, AND WALL FINISHES INDICATED TO REMAIN, THAT ARE LEFT IN A STATE OF DISREPAIR BY THE DEMOLITION OR CONSTRUCTION PROCESS SHALL BE REPAIRED TO MATCH SIMILAR AND OR ADJOINING SURFACES.		
8. THE CONTRACTOR SHALL COORDINATE AND BE RESPONSIBLE FOR FURNITURE AND EQUIPMENT RELOCATION AS REQUIRED FOR RENOVATION WORK. COORDINATE WITH OWNER FOR PROPER PROTECTION AND STORAGE DURING THE COURSE OF THE PROJECT.		
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND OVERSEE THE PROPER AND NEAT INSTALLATION OF ALL NEW WORK BY HIS SUB CONTRACTORS AND OTHER VENDORS.		

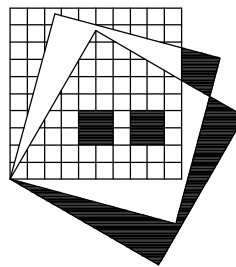
PARTIAL RE-ROOFING OF THE HISTORIC

MOUND HOUSE

451 Connecticut Street, Fort Myers Beach, Florida 33931

For: Town of Fort Myers Beach - Parks and Recreation

2523 Estero Boulevard, Fort Myers Beach, Florida 33931



RENKER · EICH · PARKS ARCHITECTS

LIC. AA C001447 1609 Dr. Martin Luther King Jr. Street North St. Petersburg, Florida 33704–4203 (727–821–2986)

REPA PROJECT NO.: 2225.02

ARCHITECT

RENKER EICH PARKS ARCHITECTS

1609 DR MARTIN LUTHER KING JR ST NORTH

ST. PETERSBURG, FLORIDA 33704

STRUCTURAL ENGINEER

MILLER STRUCTURAL ENGINEERING

320 W. KENNEDY BLVD. STE. 700

TAMPA, FLORIDA 33606

DATE: FEBRUARY 27th, 2023

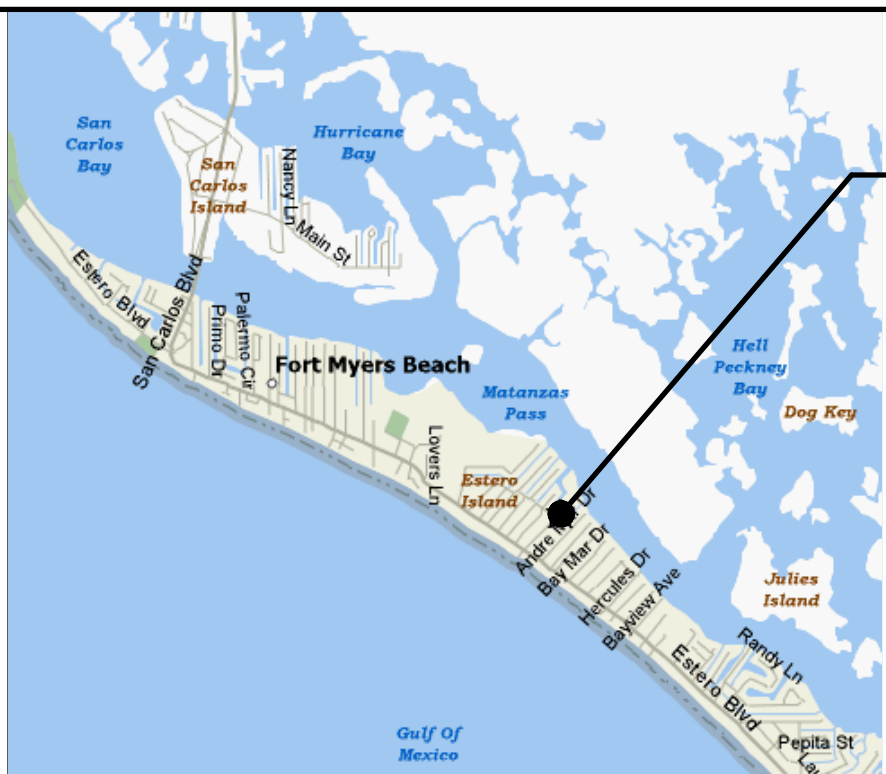
100% CONSTRUCTION DOCUMENTS

INDEX
COVER
TITLES, CODE SUMMARY, INDEX
ARCHITECTURAL
GA1.0 ABBREVIATIONS, ARCHITECTURAL SYMBOLS, LOCATION MAP, STRUCTURAL CRITERIA
SA1.0 SITE PLAN
A2.1 ROOF PLAN & ROOF DETAILS
A3.1 ELEVATIONS

ARCHITECTURAL ABBREVIATIONS

● A ABBREV A/C ACM ACoust ACT ADH AFC AFF APD APPROX ALUM ALM AMT APC ARCH ASPH ASSEM ASSY ASSOC AVE AVG AX BD BET BEV BO BLK BLKG BLDG BLT-IN BLVD BM BNY BOT BRK BRKT BT BRZ C CAB CC CFLG CL CLR CT CTR CB CEM CHAM CHG CHAN CHN CIRC CLG CJ CMU CND COL CO CO COM COMPT CONC COND CONN CONST CONT CONTR COP CPM CPS CU CU FT CFM CU IN CU YD CUR DEC DET DF DIA DIM DISC DIST DIV DN DS DV DWG DX E EIFS EJ EL ELAST ELEC EMER ENCL ENGR EQ EQUIP EST EX EXIST EXP EXT EXTD FA FAB FCTY	AT AREA ABBREVIATION AIR CONDITIONING ASBESTOS CONTAINING MAT ACOUSTIC / ACOUSTICAL ACOUSTICAL CEILING TILE ADHESIVE ABOVE FINISH CEILING ABOVE FINISH FLOOR APPROVED APPROXIMATE ALUMINUM ALARM AMOUNT ACOUSTIC PANEL CEILING ARCHITECT / ARCHITECTURAL ASPHALT ASSEMBLY ASSEMBLY ASSOCIATE AVENUE AVERAGE AXIS BOARD BETWEEN BEVELED BOTTOM OF BLOCK BLOCKING BUILDING BUILT-IN BOULEVARD BEAM BENCH MARK BOUNDARY BOTTOM BRICK BRACKET BT BRZ C CABINET CC CENTER TO CENTER COUNTER FLASHING CENTER LINE CLEAR CERAMIC TILE CENTER CB CHALK BOARD CEMENT CHAMFER CHANGE CHANNEL CHN CIRC CLG CJ CMU CND COL CO CO COM COMPT CONC COND CONN CONST CONT CONTR COP CPM CPS CU CU FT CFM CU IN CU YD CUR DEC DET DF DIA DIM DISC DIST DIV DN DS DV DWG DX E EIFS EJ EL ELAST ELEC EMER ENCL ENGR EQ EQUIP EST EX EXIST EXP EXT EXTD FA FAB FCTY	FE FDN FD FH FHC FHY FIG FIL PTN FIN FIX FL FLG FLUOR FPM FPS FPT FR FREQ RM FT FT-C FTG FT LB FURN GALV GALV GL GR GYP GWB HDW HDWD HEX HGT HORIZ HP HM HR HVAC HW ID INCH INC INCL INFO IMAG INSUL INT INTER INV JCT JT K KG KM KO KW KWH LAT LAV LB LBR LDG LDR LEV LGTH LH LHR LIN FT LK LKR LN LNG LT LV M MATL MAX MCJ MECH MED MEMB MFD MFR MIN MIRR ML MLD MM MO MOD MTG MTL N NATL NIC NTS NO NOM NOR OA OC OD OPNG OPP ORN OVDH OZ PCF	FIRE EXTINGUISHER FLOOR DRAIN FOUNDATION FIRE HOSE FIRE HOSE CABINET FIRE HYDRANT FIGURE FILLET PTN FINISH FIXTURE FLOOR FLOORING FLUORESCENT FEET PER MINUTE FEET PER SECOND FLUOROPOLYMER PAINT FRAME FREQUENCY FRAMING FOOT OR FEET FOOT CANDLE FOOTING FOOT POUND FURNISH GAUGE GALVANIZED GLASS GRADE GYP GWB HDW HDWD HEX HGT HORIZ HP HM HR HVAC HW ID INCH INC INCL INFO IMAG INSUL INT INTER INV JCT JT K KG KM KO KW KWH LAT LAV LB LBR LDG LDR LEV LGTH LH LHR LIN FT LK LKR LN LNG LT LV M MATL MAX MCJ MECH MED MEMB MFD MFR MIN MIRR ML MLD MM MO MOD MTG MTL N NATL NIC NTS NO NOM NOR OA OC OD OPNG OPP ORN OVDH OZ PCF	PSI PSF PL PLMB PNL PR PTD PTN PLAST PLSTC PRCST PREFAB PREMOLD PROP PT QT QTY R RAD RD RECP REFL REG REIN REQD RET REV RFG RH RHR RJ RM RT S SCH SCR SCUP SDG SECT SEW SHT SHTG SK SMLS SPEC SPR SQ SQ FT SQ IN STAG STD STOR STIFF STIRRUP STL STOR STND STRUCT STWY SS SUPP SUPPLY SURF SUSP SYM SYS SV SW SWG TAG TAF TAN TB TBKS TECH TEL TEMP THD THK THR TOP OF TOILET TOL TRANS TYP UL UNFIN UNO V VAC VARN VARN VCT VENT VERT VEST VF VF VOL W W W WC WO W/O WOW WI WT WTH YD YDI YR YEL	POUNDS PER SQUARE INCH POUNDS PER SQUARE FOOT PERPENDICULAR PLATE PLUMBING PANEL PAIR PAINTED PARTITION PLASTER PLASTIC PRECAST PREFABRICATED PREMOLDED PROPERTY PRESSURE TREATED QUARRY TILE QUANTITY RIGHT RADIUS ROOF DRAIN RECEPTACLE REFLECTED REGISTER REINFORCING REQUIRED RETURN REVISION ROOF ROOFING RIGHT HAND RIGHT HAND REVERSE REVEAL JOINT ROOM RUBBER TILE SOUTH SCHEDULE SCREW SCUPPER SIDING SECTION SEWER SHEET SHTG SK SMLS SPEC SPR SQ SQ FT SQ IN STAG STD STOR STIFF STIRRUP STL STOR STND STRUCT STWY SS SUPP SUPPLY SURF SUSP SYM SYS SV SW SWG TAG TAF TAN TB TBKS TECH TEL TEMP THD THK THR TOP OF TOILET TOL TRANS TYP UL UNFIN UNO V VAC VARN VARN VCT VENT VERT VEST VF VF VOL W W W WC WO W/O WOW WI WT WTH YD YDI YR YEL
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LOCATION MAP



SITE
LOCATION

ARCHITECTURAL SYMBOL KEY

DRAWING NO 1 SHEET NO A-1 (WHERE DETAIL IS LOCATED)	DRAWING TITLE SCALE: 1/4"=1'-0"	DRAWING TITLE
DRAWING NO 1 SHEET NO A-1 (WHERE DETAIL IS LOCATED)	NORTH ARROW	NORTH ARROW
DRAWING NO 1 SHEET NO A-1 (WHERE DETAIL IS LOCATED)	BUILDING SECTION	BUILDING SECTION
DRAWING NO 1 SHEET NO A-1 (WHERE DETAIL IS LOCATED)	FULL WALL SECTION	FULL WALL SECTION
DRAWING NO X SHEET NO XX (WHERE DETAIL IS LOCATED)	PARTIAL SECTION DETAIL	PARTIAL SECTION DETAIL
DRAWING NO 1 SHEET NO A (WHERE DETAIL IS LOCATED)	COLUMN GRID LINES (NUMBER - HORIZ LETTER - VERT)	COLUMN GRID LINES (NUMBER - HORIZ LETTER - VERT)
DRAWING NO X SHEET NO XX (WHERE DETAIL IS LOCATED)	PLAN OR SECTION DETAIL	PLAN OR SECTION DETAIL
DRAWING NO X SHEET NO XX (WHERE DETAIL IS LOCATED)	ENLARGED OR SECTION PLAN	ENLARGED OR SECTION PLAN
DRAWING NO X SHEET NO XX (WHERE DETAIL IS LOCATED)	ELEVATIONS	ELEVATIONS
DRAWING NO X SHEET NO XX (WHERE DETAIL IS LOCATED)	MATCH LINES	MATCH LINES
DRAWING NO X SHEET NO XX (WHERE DETAIL IS LOCATED)	ELEVATION MARK (WORK POINT)	ELEVATION MARK (WORK POINT)
BEDROOM [TOA]	ROOM NAME AND NUMBER	ROOM NAME AND NUMBER
[TOA]	DOOR NUMBER	DOOR NUMBER
[1]	CONSTRUCTION NOTES TAG	CONSTRUCTION NOTES TAG
[A1]	DETAIL ELEVATION TAG	DETAIL ELEVATION TAG
[1]	WINDOW NUMBER	WINDOW NUMBER
[FE]	WALL-MOUNTED FIRE EXTINGUISHER	WALL-MOUNTED FIRE EXTINGUISHER

DESIGN CRITERIA NOTES:

1. THE INTENDED DESIGN STANDARDS AND/OR CRITERIA ARE AS FOLLOWS:

GENERAL • FLORIDA BUILDING CODE -2020 7th EDITION\ • AF&PA - WFCM-WOOD FRAMED CONSTRUCTION MANUAL

DESIGN WIND CRITERIA:

- DESIGN WIND LOADS USED IN THE DESIGN OF THIS STRUCTURE ARE BASED ON THE 2020 FLORIDA BUILDING CODE 7th EDITION: WIND SPEED V_{ult} = 160 MPH (ULTIMATE) V_{asd} = 124 MPH (NOMINAL) RISK CATEGORY II EXPOSURE-D INTERNAL PRESSURE COEFFICIENT: ENCLOSED BUILDING $= (+/-) 0.18$
- COMPONENTS AND CLADDING WALL PRESSURES SEE TABLE BELOW.

ROOF ASSEMBLIES:

- ALL ROOF ASSEMBLIES MUST MEET THE FBC WIND RESISTANT RATINGS FOR THE SPECIFIED WIND LOADING.
- THE ROOFING MANUFACTURER SHALL SUBMIT ALL NECESSARY DOCUMENTS VERIFYING COMPLIANT FBC WIND RESISTANT RATINGS FOR ROOF FASTENERS, UNDERLAYMENT AND FLASHING.

GENERAL STRUCTURAL NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL SAFETY PRECAUTIONS AND REGULATIONS DURING THE WORK. THE ENGINEER WILL NOT ADVISE ON NOR ISSUE DIRECTIO AS TO SAFETY PRECAUTIONS AND PROGRAMS.
- THE STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY BRACING REQUIRED TO ERECT AND HOLD THE STRUCTURE IN PROPER ALIGNMENT UNTIL ALL STRUCTURAL WORK ND CONNECTIONS HAVE BEEN COMPLETED. THE DESIGN, SAFETY, ADEQUACY AND INSPECTION OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE METHODS TECHNIQUES AND SEQUENCES OR PROCEDURES TO PERFORM THE WORK. THE SUPERVISION OF THE WORK IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- LOADING APPLIED TO THE STRUCTURE DURING THE PROCESS OF CONSTRUCTION SHALL NOT EXCEED THE SAFE LOAD-CARRYING CAPACITY OF THE STRUCTURAL MEMBERS.
- THE STRUCTURAL ENGINEER IS RESPONSIBLE FOR THE STRUCTURAL COMPONENTS OF THE BUILDING AND THEIR CONNECTIONS ONLY. HE IS NOT RESPONSIBLE FOR THE SELECTION OF MATERIALS, FLASHING, PAINTING, WATERPROOFING, ELECTRICAL, MECHANICAL, ETC.

EXISTING CONSTRUCTION NOTES:

- BEFORE PROCEEDING WITH ANY WORK WITHIN THE EXISTING FACILITY, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH EXISTING STRUCTURAL CONDITIONS. IT SHALL BE THE CNTRACTOR'S RESPONSIBILITY TO PROVIDE ALL NECESSARY BRACING, SHORING AND OTHER SAFEGUARDS TO MAINTAIN ALL PARTS OF THE EXISTING WORK IN A SAFE CONDITION DURING THE PROCESS OF DEMOLITION AND CONSTRUCTION AND TO PROTECT FROM DAMAGE THOSE PORTIONS OF THE EXISTING WORK WHICH ARE TO REMAIN.
- THE CONTRACTOR SHALL FIELD VERIFY THE DIMENSIONS, ELEVATIONS, ETC., NECESSARY FOR THE PROPER CONSTRUCTION AND ALIGNMENT OF THE NEW PORTIONS OF THE WORK TO THE EXISTING WORK. ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT O THE ATTENTION OF THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND ERECTION OF ALL SHORING NECESSARY TO SAFEGUARD THE EXISTING STRUCTURE.

MIAMI-DADE APPROVED PRODUCTS (NOA) CEDAR SHAKE ROOFING

INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

NOA #	MANUFACTURER
22-1118.05	WALDEN FOREST
18-1212.08	TEAL CEDAR PRODUCTS
18-1126.05	IMPERIAL SHAKE CO. LTD.
18-0416.02	COPPER RIVER SHAKE AND SHINGLE LTD.
22-1202.04	WATKINS SAWMILLS LTD.

COMPONENTS AND CLADDING DESIGN ASD - NOMINAL WIND PRESSURES (PSF) BASED ON 2020 FBC & ASCE 7-16

Wind Design Data

Ultimate Wind Speed:	160 mph	Nominal Wind Speed:	124 mph
Risk Category:	II	Wind Exposure:	D
Enclosure Classification:	Enclosed	End Zone Width (a):	4.70 ft.
Internal Pressure Coefficient:	0.18	Roof Geometry:	Gable
Roof Slope:	6.0 in 12 (26.6°)	Mean Roof Height:	25 ft.

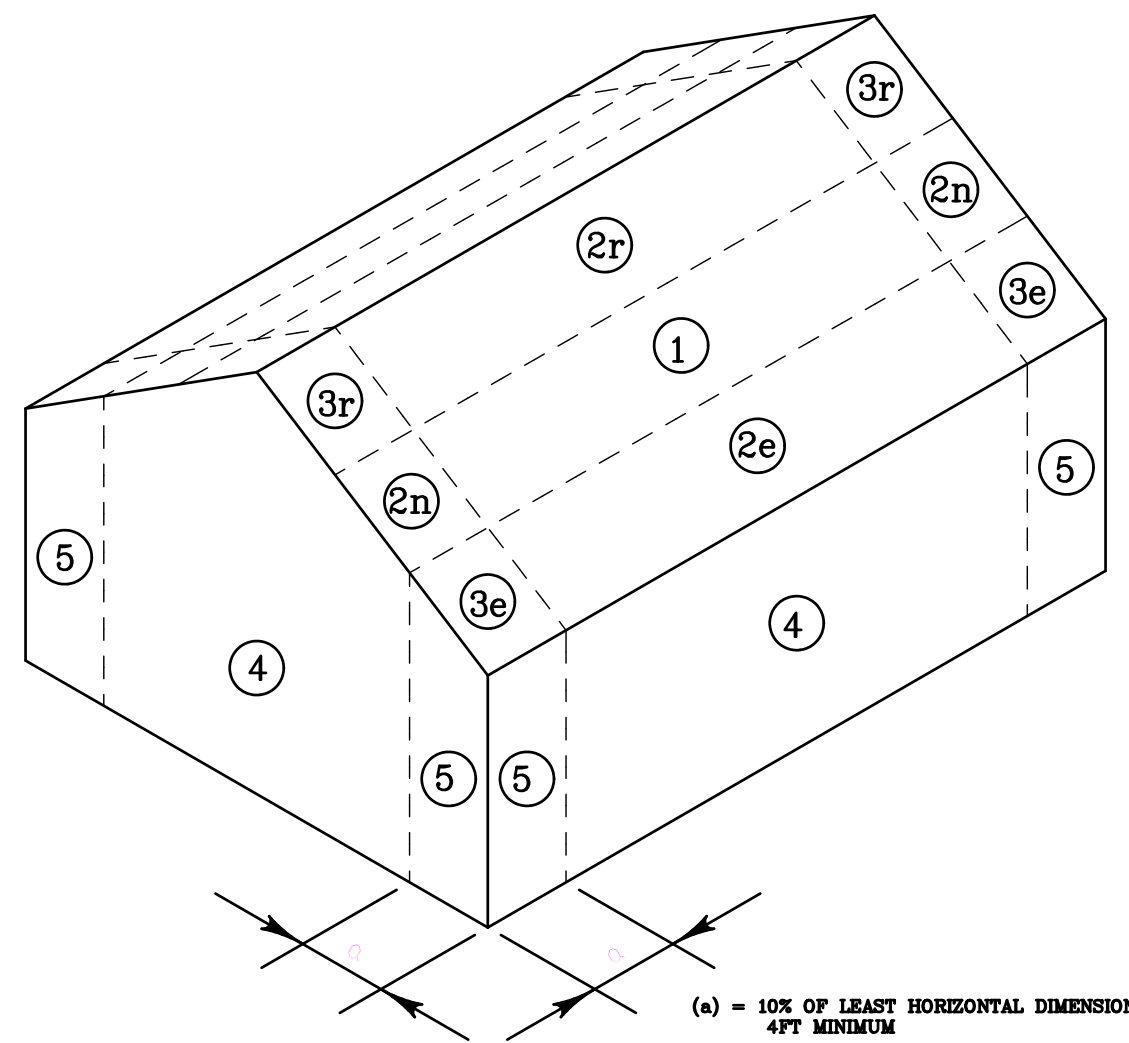
(The Nominal Wind speed was used to determine the Component and Cladding design pressures.)

(This Building is in a Wind-Borne Debris Region, and all exterior glazed openings shall be protected from wind-borne debris.)

Components and Cladding

Roof Zone 1:	+27.9 psf max., -65.5 psf min.
Roof Zone 2e:	+27.9 psf max., -65.5 psf min.
Roof Zone 2n:	+27.9 psf max., -104.4 psf min.
Roof Zone 2r:	+27.9 psf max., -104.4 psf min.
Roof Zone 3e:	+27.9 psf max., -104.4 psf min.
Roof Zone 3r:	+27.9 psf max., -134.6 psf min.
Overhang at Roof Zone 1:	-77.9 psf min.
Overhang at Roof Zone 2e:	-77.9 psf min.
Overhang at Roof Zone 2n:	-117.0 psf min.
Overhang at Roof Zone 2r:	-117.0 psf min.
Overhang at Roof Zone 3e:	-140.2 psf min.
Overhang at Roof Zone 3r:	-162.4 psf min.
Wall Zone 4:	+46.0 psf max., -49.9 psf min.
Wall Zone 5:	+46.0 psf max., -61.6 psf min.

Design Soil Bearing Capacity: 0 psf



DESIGN WIND CRITERIA:

- DESIGN WIND LOADS USED IN THE DESIGN OF THIS STRUCTURE ARE BASED ON THE 2020 FLORIDA BUILDING CODE 7th EDITION / ASCE7-16:
- END ZONE WIDTH (a) IS ALL PERIMETER EDGES, HIPs, RIDGES AND CORNERS. (a) = 10% OF LEAST HORIZONTAL DIMENSION BUT NOT LESS THAN 4FT
- PRESSURES SHOWN ARE BASED ON NOMINAL WIND SPEED FOR ULTIMATE WIND PRESSURES DIVIDE BY .6:
 $P_u = P_n / .6$ $V_u = V_n / .6$

PARTIAL RE-ROOFING OF THE HISTORIC

MOUND HOUSE

451 Connecticut Street, Fort Myers Beach, Florida 33931
FOR THE TOWN OF FORT MYERS BEACH

PROJECT NO.: 2225.02
DATE: 02/27/2023
DRAWN BY: PCP
REVISIONS:

SHEET TITLE:
ABBREVIATIONS,
ARCHITECTURAL SYMBOLS,
LOCATION MAP
STRUCTURAL CRITERIA

SHEET NO.:

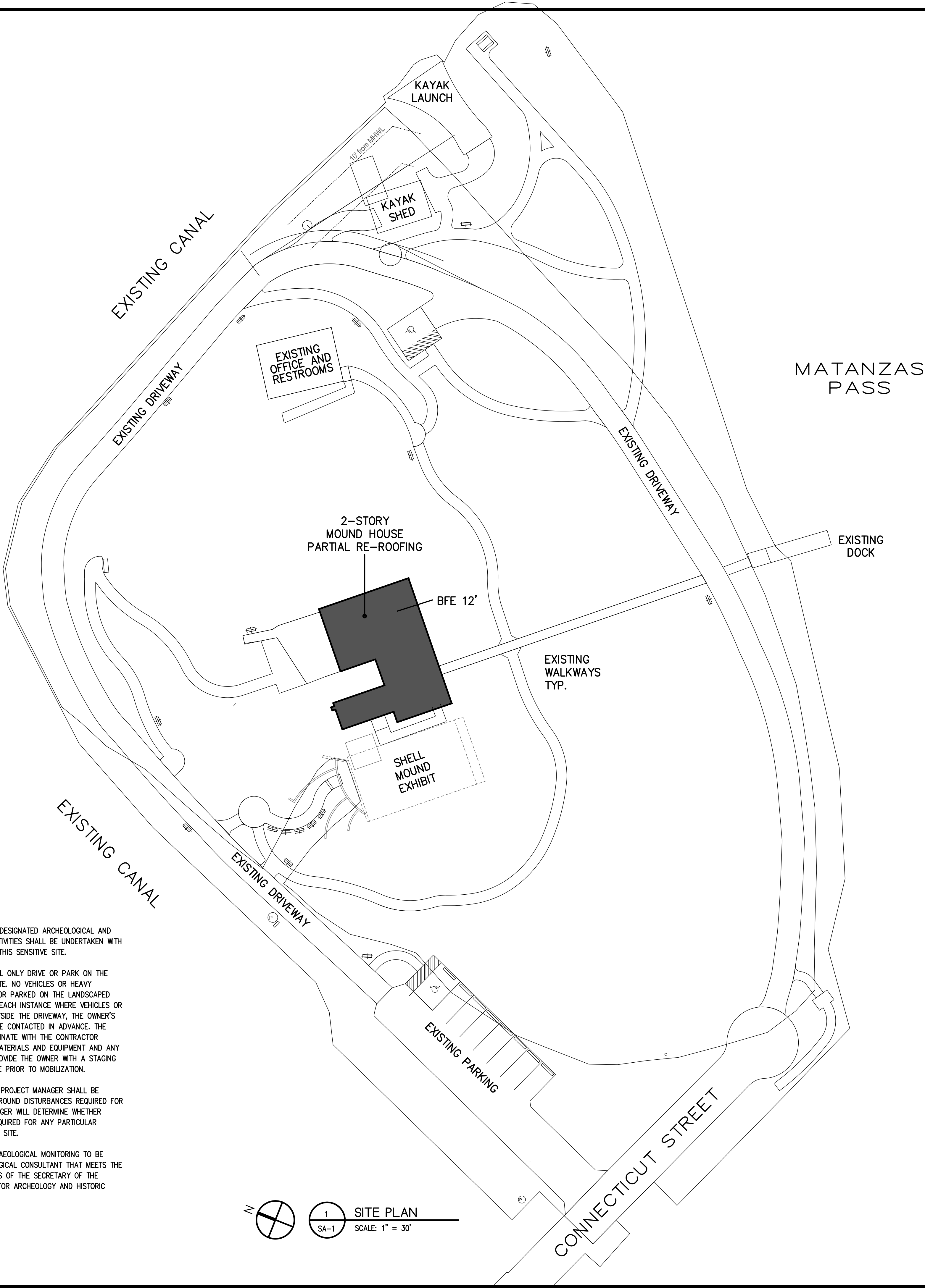
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OF SHEETS

RENKER • EICH • PARKS ARCHITECTS
1609 Dr. Martin Luther King Jr. Street North • St. Petersburg, Florida • 33704-4203 • (727)-821-2986
LIC. AA 0001447

SITE NOTES

1. THE ENTIRE MOUND HOUSE SITE IS A DESIGNATED ARCHEOLOGICAL AND HISTORICAL SITE. ALL CONSTRUCTION ACTIVITIES SHALL BE UNDERTAKEN WITH CAREFUL PLANNING AND EXECUTION ON THIS SENSITIVE SITE.
2. SITE ACCESS: THE CONTRACTOR SHALL ONLY DRIVE OR PARK ON THE PERIMETER DRIVEWAY ENCIRCLING THE SITE. NO VEHICLES OR HEAVY EQUIPMENT SHALL BE DRIVEN ACCROSS OR PARKED ON THE LANDSCAPED AREAS OUTSIDE OF THE DRIVEWAY. FOR EACH INSTANCE WHERE VEHICLES OR EQUIPMENT NEED ACCESS TO AREAS OUTSIDE THE DRIVEWAY, THE OWNER'S DESIGNATED PROJECT MANAGER SHALL BE CONTACTED IN ADVANCE. THE OWNER'S PROJECT MANAGER WILL COORDINATE WITH THE CONTRACTOR NECESSARY ACCESS FOR DELIVERY OF MATERIALS AND EQUIPMENT AND ANY STAGING AREAS. CONTRACTOR SHALL PROVIDE THE OWNER WITH A STAGING SITE PLAN FOR REVIEW AND ACCEPTANCE PRIOR TO MOBILIZATION.
3. GROUND DISTURBANCE: THE OWNER'S PROJECT MANAGER SHALL BE NOTIFIED IN ADVANCE REGARDING ANY GROUND DISTURBANCES REQUIRED FOR THE WORK. THE OWNER'S PROJECT MANAGER WILL DETERMINE WHETHER ARCHEOLOGICAL MONITORING WILL BE REQUIRED FOR ANY PARTICULAR GROUND DISTURBANCE LOCATION ON THE SITE.
4. PROFESSIONAL QUALIFICATIONS: ARCHAEOLOGICAL MONITORING TO BE CONDUCTED BY A QUALIFIED ARCHAEOLOGICAL CONSULTANT THAT MEETS THE PROFESSIONAL QUALIFICATION STANDARDS OF THE SECRETARY OF THE INTERIORS STANDARDS AND GUIDELINES FOR ARCHEOLOGY AND HISTORIC PRESERVATION.

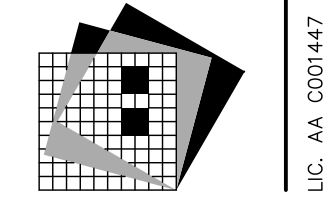


PARTIAL RE-ROOFING OF THE HISTORIC
MOUND HOUSE
451 Connecticut Street, Fort Myers Beach, Florida 33931
FOR THE TOWN OF FORT MYERS BEACH

PROJECT NO.: 2225.02
DATE: 02/27/2023
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REVISIONS:

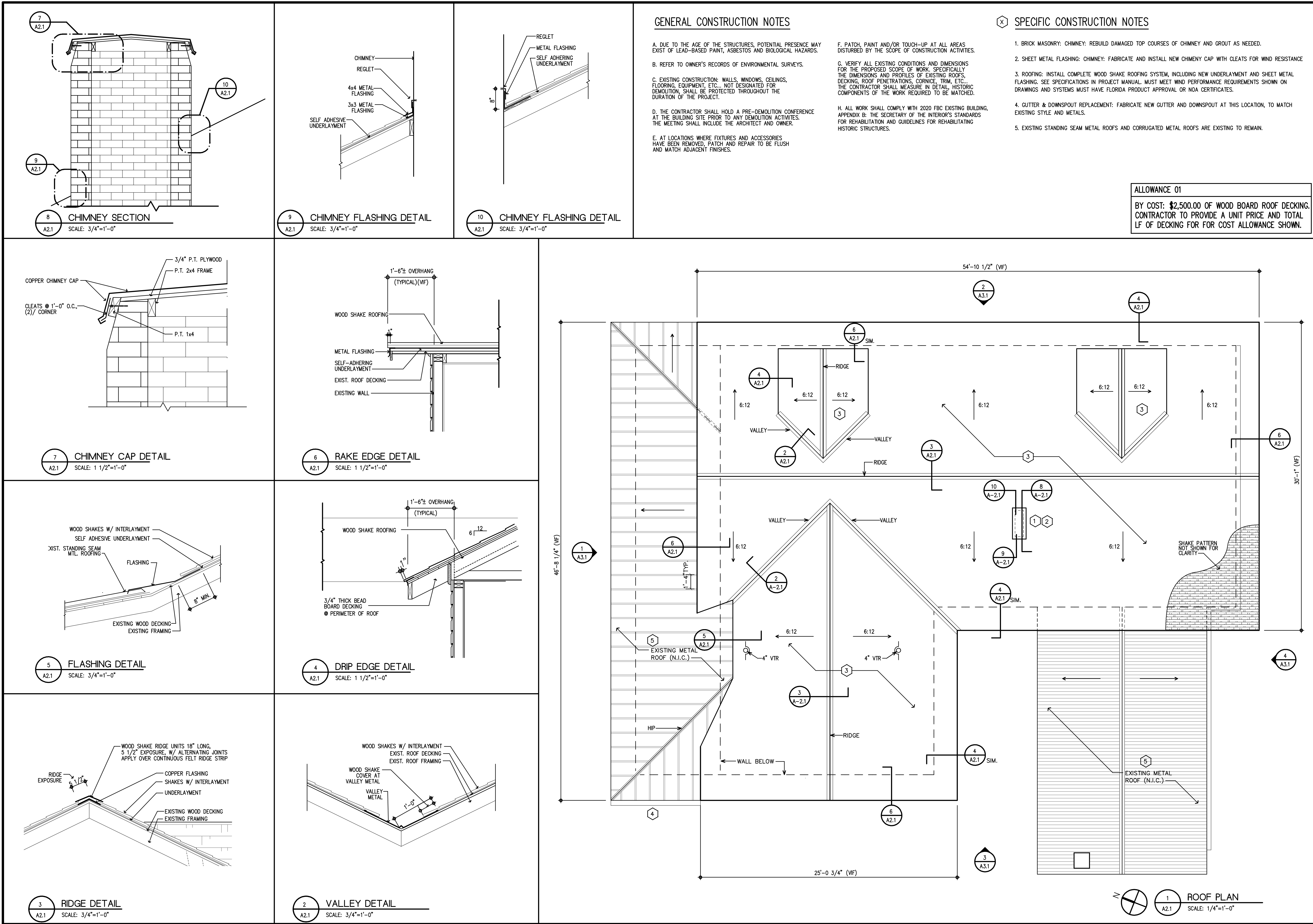
SHEET TITLE:
SITE PLAN
BUILDING LOCATION

SHEET NO.:
SA1.0
OF SHEETS



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PARTIAL RE-ROOFING OF THE HISTORIC MOUND HOUSE
451 Connecticut Street, Fort Myers Beach, Florida 33931
FOR THE TOWN OF FORT MYERS BEACH

PROJECT NO.: 2225.02
DATE: 02/27/2023
DRAWN BY: PCP
REVISIONS:

SHEET TITLE:
ROOF PLAN
ROOF DETAILS

SHEET NO.:
A2.1
OF SHEETS

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1 NORTH ELEVATION
A-3.1 1/4" = 1'0"



2 EAST ELEVATION
A-3.1 1/4" = 1'0"

GENERAL CONSTRUCTION NOTES

- A. DUE TO THE AGE OF THE STRUCTURES, POTENTIAL PRESENCE MAY EXIST OF LEAD-BASED PAINT, ASBESTOS AND BIOLOGICAL HAZARDS.
- B. REFER TO OWNER'S RECORDS OF ENVIRONMENTAL SURVEYS.
- C. EXISTING CONSTRUCTION: WALLS, WINDOWS, CEILINGS, FLOORING, EQUIPMENT, ETC... NOT DESIGNATED FOR DEMOLITION, SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE PROJECT.
- D. THE CONTRACTOR SHALL HOLD A PRE-DEMOLITION CONFERENCE AT THE BUILDING SITE PRIOR TO ANY DEMOLITION ACTIVITIES. THE MEETING SHALL INCLUDE THE ARCHITECT AND OWNER.
- E. AT LOCATIONS WHERE FIXTURES AND ACCESSORIES HAVE BEEN REMOVED, PATCH AND REPAIR TO BE FLUSH AND MATCH ADJACENT FINISHES.

- F. PATCH, PAINT AND/OR TOUCH-UP AT ALL AREAS DISTURBED BY THE SCOPE OF CONSTRUCTION ACTIVITIES.
- G. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS FOR THE PROPOSED SCOPE OF WORK. SPECIFICALLY THE DIMENSIONS AND PROFILES OF EXISTING ROOFS, DECKING, ROOF PENETRATIONS, CORNICE, TRIM, ETC. THE CONTRACTOR SHALL MEASURE IN DETAIL, HISTORIC COMPONENTS OF THE WORK REQUIRED TO BE MATCHED.
- H. ALL WORK SHALL COMPLY WITH 2020 FBC EXISTING BUILDING, APPENDIX B: THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC STRUCTURES.

SPECIFIC CONSTRUCTION NOTES

- BRICK MASONRY: CHIMNEY: REBUILD DAMAGED TOP COURSES OF CHIMNEY AND GROUT AS NEEDED.
- SHEET METAL FLASHING: CHIMNEY: FABRICATE AND INSTALL NEW CHIMNEY CAP WITH CLEATS FOR WIND RESISTANCE
- ROOFING: INSTALL COMPLETE WOOD SHAKE ROOFING SYSTEM, INCLUDING NEW UNDERLAYMENT AND SHEET METAL FLASHING. SEE SPECIFICATIONS IN PROJECT MANUAL. MUST MEET WIND PERFORMANCE REQUIREMENTS SHOWN ON DRAWINGS AND SYSTEMS MUST HAVE FLORIDA PRODUCT APPROVAL OR NOA CERTIFICATES.
- GUTTER & DOWNSPOUT REPLACEMENT: FABRICATE NEW GUTTER AND DOWNSPOUT AT THIS LOCATION, TO MATCH EXISTING STYLE AND METALS.
- EXISTING STANDING SEAM METAL ROOFS AND CORRUGATED METAL ROOFS ARE EXISTING TO REMAIN.



3 WEST ELEVATION
A-3.1 1/4" = 1'0"



4 SOUTH ELEVATION
A-3.1 1/4" = 1'0"

PARTIAL RE-ROOFING OF THE HISTORIC

MOUND HOUSE

451 Connecticut Street, Fort Myers Beach, Florida 33931
FOR THE TOWN OF FORT MYERS BEACH

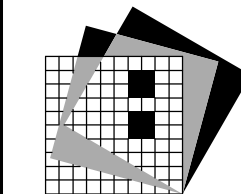
PROJECT NO.: 2225.02
DATE: 02/27/2023
DRAWN BY: PCP
REVISIONS:

SHEET TITLE:
ELEVATIONS

SHEET NO.:

A3.1

OF SHEETS



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1609 Dr. Martin Luther King Jr. Street North St. Petersburg, Florida 33704-4203 (727-821-2986)
LIC. AA 0001447

**PARTIAL RE-ROOFING
OF THE HISTORIC
MOUND HOUSE
289 CONNECTICUT STREET
FORT MYERS BEACH, FLORIDA 33931**

for

**TOWN OF FORT MYERS BEACH
2525 ESTERO BOULEVARD
FORT MYERS BEACH, FLORIDA 33931**

PROJECT MANUAL

PREPARED BY:

**ARCHITECT
RENKER EICH PARKS ARCHITECTS
1609 DR MARTIN LUTHER KING JR STREET NORTH
ST. PETERSBURG, FL 33704**

**STRUCTURAL ENGINEER
MILLER STRUCTURAL ENGINEERING, INC.
320 WEST KENNEDY BLVD., SUITE 100
TAMPA, FLORIDA 33606**

FEBRUARY 27TH, 2023

100% CONSTRUCTION DOCUMENTS SUBMITTAL

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DIVISION 01 - GENERAL REQUIREMENTS

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01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 35 91	HISTORIC TREATMENT PROCEDURES
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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification: Partial Re-Roofing of the Historic Mound House.

1. Project Location: Mound House, 451 Connecticut Street, Fort Myers Beach, FL 33931.

B. Owner: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931.

1. Owner's Representative: Alison Gieson, Director, Culture, Parks & Recreation, Town of Fort Myers Beach, (239) 462-8247, alison@fmbgov.com.

C. Architect: Renker Eich Parks Architects, 1609 Dr Martin Luther King Jr St N, St. Petersburg, FL 33704.

1. Architect's Representative: Paul C. Palmer, Renker Eich Parks Architects, Office Phone: (727) 821-2986 x212, ppalmer@reparch.com.

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Structural: Miller Structural Engineering, 320 West Kennedy Blvd., Suite 100, Tampa, FL 33606.
 - a. Structural Representative: Walter Miller, Office Phone: 813-259-9116.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Partial Reroofing: Scope is limited to Wood Shake Roofing and associated Sheet Metal Flashing replacement, other existing roofing/ roof systems to remain, including other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Limits on Use of Site: Confine construction operations to areas as designated by the Owner. See notes on site plan drawing.
 2. Driveways, Walkways, and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Coordinate with any other Owner specific restrictions and requirements.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.
- F. Employee Identification: Owner reserves the right to require identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 1. Maintain list of approved screened personnel with Owner's representative.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.

- g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

- B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door

floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.

6. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.

1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Owner name.
 2. Owner's Project number.
 3. Name of Architect.
 4. Architect's Project number.
 5. Date.
 6. Name of Contractor.
 7. RFI number, numbered sequentially.
 8. RFI subject.
 9. Specification Section number and title and related paragraphs, as appropriate.
 10. Drawing number and detail references, as appropriate.
 11. Field dimensions and conditions, as appropriate.
 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 13. Contractor's signature.
 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Contractor's standard form.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.

- b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.
 - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises and existing building.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.
 - y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.

- bb. Security.
- cc. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - l. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.
 - r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.
 - u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.
 - x. Required performance results.
 - y. Protection of adjacent work.
 - z. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at regular intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- C. Event: The starting or ending point of an activity.
- D. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file.
 - 2. PDF file.

- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
 - 1. Use Scheduling component of Project management software for current Windows operating system.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use-of-premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion
1. Roof Dry-In.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

3. As the Work progresses, indicate final completion percentage for each activity.

- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- I. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.7 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Testing and inspection.
 - 8. Accidents.
 - 9. Meetings and significant decisions.
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.

15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial completions and occupancies.
 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.

10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.

- g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 - 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will disregard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 013591 - HISTORIC TREATMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general protection and treatment procedures for designated historic spaces, areas, rooms, and surfaces in Project.

1.2 DEFINITIONS

- A. Consolidate: To strengthen loose or deteriorated materials in place.
- B. Design Reference Sample: A sample that represents Architect's prebid selection of work to be matched; it may be existing work or work specially produced for Project.
- C. Dismantle: To disassemble or detach a historic item from a surface, or a nonhistoric item from a historic surface, using gentle methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- D. Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance that are important to the successful restoration as determined by Architect. Designated historic areas and surfaces are indicated on Drawings.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.
- H. Remove: To take down or detach a nonhistoric item located within a historic space, area, or room, using methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- I. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- J. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- K. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

- L. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- M. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.
- N. Retain: To keep an element or detail secure and intact.
- O. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials unless otherwise indicated.
- P. Salvage: To protect removed or dismantled items and deliver them to Owner[**ready for reuse**].
- Q. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.
- R. Strip: To remove existing finish down to base material unless otherwise indicated.

1.3 PROJECT MEETINGS FOR HISTORIC TREATMENT

- A. Preliminary Historic Treatment Conference: Before starting historic treatment work, conduct conference at Project site.
 - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, historic treatment specialists, chemical-cleaner manufacturer(s), and installers whose work interfaces with or affects historic treatment shall be represented at the meeting.
 - 2. Agenda: Discuss items of significance that could affect progress of historic treatment work, including review of the following:
 - a. Fire-prevention plan.
 - b. Governing regulations.
 - c. Areas where existing construction is to remain and the required protection.
 - d. Hauling routes.
 - e. Sequence of historic treatment work operations.
 - f. Storage, protection, and accounting for salvaged and specially fabricated items.
 - g. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
 - 3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct specifically for historic treatment work at monthly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
 - 1. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of historic treatment work. Include topics for discussion as appropriate to status of Project.

2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1.5 INFORMATIONAL SUBMITTALS

- A. Historic Treatment Program: Submit 30 days before work begins.
- B. Fire-Prevention Plan: Submit 30 days before work begins.

1.6 QUALITY ASSURANCE

- A. Historic Treatment Program: Prepare a written plan for historic treatment for whole Project, including each phase or process and protection of surrounding materials during operations. Describe in detail the materials, methods, and equipment to be used for each phase of work. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project historic treatment program with specific requirements of programs required in other historic treatment Sections.
 1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- B. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- C. Safety and Health Standard: ANSI/ASSP A10.6.

1.7 STORAGE AND HANDLING OF HISTORIC MATERIALS

- A. Identification: Photograph, tag, and catalog historic items to be salvaged or reinstalled.
 1. Identify each item with a nonpermanent location identification tag indicating item name or use, location, and location identification number to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying tag.

- a. For groups of material such as brick, provide location identification tag for pallet or container. Do not tag individually.
- B. Salvaged Historic Materials:
 1. Clean loose dirt and debris from salvaged historic items unless more extensive cleaning is indicated.
 2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area on-site.
 5. Protect items from damage during transport and storage.
- C. Historic Materials for Reinstallation:
 1. Repair and clean historic items for reuse as indicated.
 2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- D. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after historic treatment and construction work in the vicinity is complete.
- E. Storage: Store historic items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
 1. Secure stored materials to protect from theft.
 2. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from historic treatment procedures.
 1. Use only proven protection methods, appropriate to each area and surface being protected.
 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where historic treatment work is being performed.

3. Erect temporary barriers to form and maintain fire-egress routes.
4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during historic treatment work.
5. Contain dust and debris generated by historic treatment work, and prevent it from reaching the public or adjacent surfaces.
6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.

B. Temporary Protection of Historic Materials:

1. Protect existing historic materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by Architect.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by historic treatment work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for historic treatment work.
3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.

1. Prevent solids such as stone or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from historic treatment work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

F. Existing Roofing: Prior to the start of work in an area, install roofing protection.

3.2 PROTECTION FROM FIRE

A. Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated.
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.

- a. If combustible material cannot be removed, provide fire blankets to cover such materials.
3. Prohibit smoking by all persons within Project work and staging areas.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
 1. Obtain Owner's approval for operations involving use of welding or other high-heat equipment. Use of open-flame equipment is not permitted. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
 2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
 3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that area is safe.
 4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
 5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
 6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
 - a. Train each fire watch in proper operation of fire-control equipment and alarms.
 - b. Prohibit fire-watch personnel from other work that would distract from fire-watch duties.
 - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
 - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for type of fire risk in each work area. Ensure that nearby personnel and fire-watch personnel are trained in fire-extinguisher and blanket use.
- D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
 1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

3.3 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in historic treatment program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.4 GENERAL HISTORIC TREATMENT

- A. Have historic treatment work performed only by qualified historic treatment specialists.
- B. Ensure that supervisory personnel are present when historic treatment work begins and during its progress.
- C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs. Comply with requirements in Section 013233 "Photographic Documentation."
- D. Perform regular inspections of Project site as the Work progresses to detect hazards resulting from historic treatment procedures.
- E. Follow the procedures in subparagraphs below and procedures approved in historic treatment program unless otherwise indicated:
 - 1. Retain as much existing material as possible; repair and consolidate rather than replace.
 - 2. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.
 - 3. Use reversible processes wherever possible.
 - 4. Use historically accurate repair and replacement materials and techniques unless otherwise indicated.
 - 5. Record existing work before each procedure (preconstruction) and progress during the work with digital preconstruction documentation photographs. Comply with requirements in Section 013233 "Photographic Documentation."

- F. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
 - 1. Do not proceed with the work in question until directed by Architect.
- G. Where missing features are indicated to be repaired or replaced, provide work with appearance based on accurate duplications rather than on conjecture, subject to approval of Architect.
- H. Where work requires existing features to be removed or dismantled and reinstalled, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.
- I. Identify new and replacement materials and features with permanent marks hidden in the completed Work to distinguish them from original materials. Record a legend of identification marks and the locations of the items on record Drawings.

END OF SECTION 013591

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- C. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
 - 1. Mockups are used for one or more of the following:
 - a. Verify selections made under Sample submittals.
 - b. Demonstrate aesthetic effects.
 - c. Demonstrate the qualities of products and workmanship.
 - d. Demonstrate successful installation of interfaces between components and systems.
 - e. Perform preconstruction testing to determine system performance.
 - 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 - 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- D. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- E. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and

completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect[**or Construction Manager**].

1.3 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Mockup Shop Drawings:
 - 1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
 - 2. Indicate manufacturer and model number of individual components.
 - 3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 REPORTS AND DOCUMENTS

- A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Statement that products at Project site comply with requirements.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 5. Other required items indicated in individual Specification Sections.
- B. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement that equipment complies with requirements.
 - 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 3. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products

from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
 - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups of size indicated.
 - 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
 - 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
 - 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 6. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.

7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- D. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspection equipment at Project site.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for coordination of, Owner's separate contracts, and limits on use of Project site.
 - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb, and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.

3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, in accordance with regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces in accordance with written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with local waste disposal requirements.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. List of incomplete items.
 - 4. Submittal of Project warranties.
 - 5. Final cleaning.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number.
 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 3. Complete final cleaning requirements.
 4. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment.
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first, listed by room or space number.
 - 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 - 4. Submit list of incomplete items in the following format:
 - a. MS Excel Electronic File: Architect will return annotated file.
 - b. PDF Electronic File: Architect will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit by email to Architect.
- D. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
 - e. Vacuum and mop concrete.
 - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean in accordance with manufacturer's instructions if visible soil or stains remain.
 - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - h. Remove labels that are not permanent.
 - i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - k. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
 - l. Clean strainers.
 - m. Leave Project clean and ready for occupancy.

- C. Construction Waste Disposal: Comply with local waste-disposal requirements.

3.2 CORRECTION OF THE WORK

- A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 070150.19 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Full tear-off of wood shake roof system at areas indicated on Drawings.
2. Removal of flashings and counterflashings.

1.2 ALLOWANCES

- ##### A. Allowance for removal of existing deteriorated wood roof deck, and replacement with new wood deck.
1. Include an Allowance of \$2,500.00 for replacement roof deck.

1.3 UNIT PRICES

- ##### A. Work of this Section is affected by roof sheathing removal and replacement unit price. Provide Unit Price per LF (linear foot) of wood board roof decking to match existing.

1.4 PREINSTALLATION MEETINGS

- ##### A. Preliminary Roofing Conference: Before starting removal Work, conduct conference at Project site.

1.5 INFORMATIONAL SUBMITTALS

- ##### A. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.
1. Submit before Work begins.

1.6 QUALITY ASSURANCE

- ##### A. Installer Qualifications: Approved by warrantor of existing roofing system to work on existing roofing.

1.7 FIELD CONDITIONS

- A. Existing Roofing System: Wood Cedar Shake roofing.
- B. Owner may occupy portions of building immediately below reroofing area.
 - 1. Conduct reroofing so Owner's operations are not disrupted.
 - 2. Provide Owner with not less than 72 hours' written notice of activities that may affect Owner's operations.
 - 3. Coordinate work activities daily with Owner so Owner has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed to a minimum.
- F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
 - 1. Remove only as much roofing in one day as can be made watertight in the same day.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 PREPARATION

- A. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.
- B. Shut off rooftop utilities and service piping before beginning the Work.
- C. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.
 - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- D. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- E. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.

1. Prevent debris from entering or blocking roof drains and conductors.
 - a. Use roof-drain plugs specifically designed for this purpose.
 - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
 - a. Do not permit water to enter into or under existing roofing system components that are to remain.

3.2 ROOF TEAR-OFF

- A. Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.
- C. Full Roof Tear-off: Where indicated on Drawings, remove existing roofing and other roofing system components down to the existing roof deck.
 1. Remove base flashings and counter flashings.
 2. Remove perimeter edge flashing and gravel stops.
 3. Remove wood blocking, curbs, and nailers.
 4. Remove fasteners from deck.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect.
 1. Do not proceed with installation until directed by Architect.
- C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect.
 1. Do not proceed with installation until directed by Architect.
- D. Replace unsuitable plywood roof sheathing as directed by Architect.
 1. Roof sheathing replacement will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

3.4 BASE FLASHING REMOVAL

- A. Remove existing base flashings.
 - 1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain.
 - 1. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish as existing.

END OF SECTION 070150.19

SECTION 073129 - WOOD SHINGLES AND SHAKES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood roof shingles.
2. Wood roof shakes.
3. Underlayment and shake interlayment materials.
4. Metal flashing and trim.

1.2 DEFINITIONS

- A. Roofing Terminology: See ASTM D1079 for definitions of terms related to roofing Work in this Section.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Wood roof shingles.
2. Wood roof shakes.
3. Underlayment and shake interlayment materials.
4. Metal flashing and trim.

- B. Shop Drawings: For metal flashing and trim.

- C. Samples: For each exposed product, in sizes indicated.

1. Wood Roof Shakes: Full size.
2. Ridge Units: Full size.

- D. Samples for Initial Selection: For each type of wood product indicated.

1. Include Samples of accessories involving color selection.

- E. Samples for Verification: For the following products, in sizes indicated:

1. Wood Roof Shingles: Full size.

2. Wood Roof Shakes: Full size.
3. Ridge Units: Full size.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Research Reports: For wood products, from an agency acceptable to authorities having jurisdiction, indicating that product is suitable for intended use under applicable building codes.
- C. Sample Warranty: For manufacturer's materials warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For wood products to include in maintenance manuals.
- B. Materials warranties.
- C. Roofing Installer's warranty.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Wood Roof Shakes: 100 sq. ft. of each size and type, in unbroken bundles.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: CSSB member.
- B. Grading Agency Qualifications: An independent testing and inspecting agency recognized by authorities having jurisdiction as qualified to label wood products for compliance with referenced grading rules.
- C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 1. Build mockups for wood products including accessories.
 - a. Size: 48 inches long by 48 inches wide.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather, sunlight, and moisture in accordance with manufacturer's written instructions.
- B. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double-stack rolls.
- C. Protect unused roofing materials from weather, sunlight, and moisture when left overnight or when roofing Work is not in progress.
- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related Work to be performed in accordance with manufacturer's written instructions and warranty requirements.
 - 1. Install self-adhering, polymer-modified bitumen sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

1.11 WARRANTY

- A. Materials Warranty: Manufacturer's warranty administered by CSSB and on CSSB's standard form in which manufacturer agrees to repair or replace CSSB-labeled products that fail in materials within specified warranty period. Material failures include manufacturing defects that result in leaks.
 - 1. Materials Warranty Period: Limited lifetime from date of Substantial Completion.
- B. Roofing Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace installed products that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of product from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide roofing materials identical to those of assemblies tested for fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
 - 1. Wood Products: Class B.
 - a. Fire-Retardant Treatment: Exterior-type pressure treatment complying with AWP A U1 and AWP A T1.
 - b. Accelerated Weathering: Subject test specimens to ASTM D2898 Method A before testing.
 - c. Identification: Attach a label to each bundle of wood products; include identification mark of testing agency acceptable to authorities having jurisdiction and identify manufacturer, chemical treatment, method of application, purpose of treatment, and warranties available.
- B. Decay Resistance: Provide wood products treated in accordance with AWP A U1 and AWP A T1, chromated copper arsenate (CCA) pressure treatment; with a minimum of 0.40-lb/cu. ft. retention.
 - 1. Identification: Attach a label to each bundle of wood products; identify manufacturer, chemical treatment, method of application, purpose of treatment, and warranties available.
- C. Grading Rules: Provide wood products that comply with CSSB grading rules for products indicated.
 - 1. Identification: Attach a label to each bundle of wood products that identifies manufacturer, type of product, grade, dimensions, and identification mark of grading agency acceptable to authorities having jurisdiction.
- D. Wind Resistance: See Structural Wind Performance requirements on Drawing Sheet GA1.0.

2.3 WOOD ROOF SHAKES

- A. Split Cedar Shakes: Hand-split and resawn western red cedar shakes; rough split face and sawn back.
 - 1. Grade:
 - a. Roof: No. 1.
 - b. Starter Courses: No. 1.
 - 2. Length: 18 inches, with 15-inch-long starter course.
 - 3. Thickness: 1/2 inch at butt.

- B. Cedar Shake Ridge Units: Manufactured, western red cedar caps for ridges and hips of same type and grade as exposed roof shakes, 9 inches wide; beveled, alternately overlapped, and nailed.
 - 1. Length: 18 inches.
 - 2. Thickness: 1/2 inch at butt.

2.4 UNDERLAYMENT AND SHAKE INTERLAYMENT MATERIALS

- A. Felt: Asphalt-saturated organic felts, nonperforated and complying with the following:
 - 1. ASTM D226/D226M: Type II.
 - 2. Use as shake interlayment.
- B. Self-Adhering, Polymer-Modified Bitumen Sheet: ASTM D1970/D1970M, minimum 40-mil-thick sheet; glass-fiber-mat-reinforced, polymer-modified asphalt; with slip-resistant top surface and release backing; cold applied. Provide primer for adjoining concrete, masonry, and metal surfaces to receive underlayment.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Carlisle WIP Products; a brand of Carlisle Construction Materials.
 - b. CertainTeed; SAINT-GOBAIN.
 - c. GAF.
 - d. Owens Corning.
 - e. PolyGlass.
 - 2. Top Surface: Textured polymer film or polyester.

2.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M, Type II, asbestos free.
- B. Elastomeric Flashing Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant; of class and use classifications required to seal joints and remain watertight; recommended in writing by manufacturer for installation of flashing systems.
- C. Roofing Nails: ASTM F1667, stainless steel, Type 316, box-type wire nails, sharp pointed, and of sufficient length to penetrate a minimum of 3/4 inch into sheathing or to penetrate through roof sheathing less than 3/4 inch thick.
 - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- D. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch-minimum diameter.

1. Provide with minimum 0.0134-inch-thick metal cap, 0.010-inch-thick power-driven metal cap, or 0.035-inch-thick plastic cap; and with minimum 0.083-inch-thick ring shank or 0.091-inch-thick smooth shank of length to penetrate at least 3/4 inch into roof sheathing or to penetrate through roof sheathing less than 3/4 inch thick.

2.6 METAL FLASHING AND TRIM

A. Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."

1. Sheet Metal: lead-coated copper.

B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item unless otherwise specified in this Section or indicated on Drawings.

1. Apron Flashings: Fabricate with lower flange extending a minimum of 6 inches over and 4 inches beyond each side of downslope wood roofing and 6 inches up the vertical surface.
2. Step Flashings: Fabricate with a headlap of 3 inches and a minimum extension of 4 inches both horizontally and vertically.
3. Cricket and Backer Flashings: Fabricate with concealed flange extending a minimum of 18 inches beneath upslope wood roofing and 6 inches beyond each side of chimney and 6 inches above the roof plane.
4. Counterflashings: Fabricate to cover 4 inches of base flashing measured vertically; and in lengths required so that no step exceeds 8 inches and overall length is no more than 10 feet.

- a. Provide metal reglets for installation.

5. Open-Valley Flashings: Fabricate from metal sheet not less than 24 inches wide in lengths not exceeding 10 feet, with 1-inch- high, inverted-V profile water diverter at center of valley and equal flange widths of not less than 11 inches.
6. Drip Edges: Fabricate in lengths not exceeding 10 feet with minimum 2-inch roof-deck flange and 1-1/2-inch fascia flange with 3/8-inch drip at lower edge.

C. Vent-Pipe Flashings: ASTM B749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 6 inches from pipe onto roof.

PART 3 - EXECUTION

3.1 EXAMINATION

- ### A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through wood roofing.
 3. Verify that vent stacks and other penetrations through roofing are installed and securely fastened.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF WOOD ROOF SHAKES

- A. Install wood roof shakes in accordance with manufacturer's written instructions and recommendations in CSSB's "New Roof Construction Manual" and NRCA's "The NRCA Roofing Manual: Steep-Slope Roofing Systems."
- B. Install wood-shake starter course along lowest roof edge.
1. Install in single layer.
 2. Extend 1 inch over fascia.
 3. Extend 1 inch over rake edge.
- C. Install first course of wood roof shakes directly over starter course and in continuous straight-line courses across roof deck. Install second and succeeding courses of wood roof shakes in continuous straight-line courses across roof deck.
1. Extend 1 inch over rake edge.
 2. Interlay 18-inch-wide strip of felt over top portion of first and each succeeding course. Set bottom edge of felt interlayment at a distance of twice the weather-exposure dimension above the shake butt. Stagger fasten to roof deck with felt-underlayment nails.
 3. Offset joints between shakes in succeeding courses a minimum of 1-1/2 inches.
 4. Space shakes a minimum of 3/8 inch and a maximum of 5/8 inch apart.
 5. Fasten each shake with two nails spaced 3/4 to 1 inch from edge of shake and 1-1/2 to 2 inches above butt line of succeeding course. Drive fasteners flush with top surface of shakes without crushing wood.
 6. Maintain weather exposure of 5-1/2 inches for 18-inch- long shakes.
- D. Open Valleys: Cut and fit wood roof shakes at open valleys, trimming upper concealed corners of shakes. Maintain uniform width of exposed open valley from highest to lowest point.
- E. Ridge Units: Install units over wood roof shakes trimmed at apex of ridges and hips.
1. Maintain same exposure dimension of units as roof-shake exposure.
 2. Lap units at ridges to shed water away from direction of prevailing winds.
 3. Alternate overlaps of units and fasten with concealed roofing nails of sufficient length to penetrate sheathing.

4. At unventilated ridges and hips, install concealed strip of self-adhering, polymer-modified bitumen sheet underlayment over apex shingles and below ridge units.

3.3 INSTALLATION OF UNDERLAYMENT AND SHAKE INTERLAYMENT MATERIALS

- A. Comply with underlayment manufacturer's written installation instructions and with recommendations in CSSB's "New Roof Construction Manual" and NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in the Section or indicated on Drawings.
- B. Felt: Install on roof deck parallel with and starting at eaves and fasten with underlayment nails.
 1. Single-Layer Installation:
 - a. Lap sides a minimum of 4 inches over underlying course.
 - b. Lap ends a minimum of 4 inches.
 - c. Stagger end laps between succeeding courses at least 72 inches.
 2. Install felt underlayment over eaves protected by self-adhering, polymer-modified bitumen sheet.
 - a. Lap sides of felt over self-adhering sheet not less than 4 inches in direction that sheds water.
 - b. Lap ends of felt not less than 6 inches over self-adhering sheet.
 3. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.
 4. Terminate felt flush against sidewalls, curbs, chimneys, and other roof projections.
- C. Self-Adhering, Polymer-Modified Bitumen Sheet: Install, wrinkle free, on roof deck.
 1. Comply with low-temperature installation restrictions of underlayment manufacturer.
 2. Install lapped in direction that sheds water.
 3. Lap sides not less than 4 inches. Lap ends not less than 6 inches, staggered 24 inches between succeeding courses.
 4. Roll laps with roller.
 5. Prime concrete, masonry, and metal surfaces to receive self-adhering sheet.
 6. Eaves: Extend from edges of eaves 24 inches beyond interior face of exterior wall.
 7. Rakes: Extend from edges of rakes 24 inches beyond interior face of exterior wall.
 8. Valleys: Extend from lowest to highest point 18 inches on each side of centerline.
 9. Hips: Extend 18 inches on each side.
 10. Ridges: Extend 36 inches on each side.
 11. Sidewalls: Extend 18 inches beyond sidewalls and return vertically against sidewalls not less than 4 inches.
 12. Dormers, Chimneys, Skylights, and Other Roof-Penetrating Elements: Extend 18 inches beyond penetrating elements and return vertically against penetrating elements not less than 4 inches.
 13. Roof-Slope Transitions: Extend 18 inches on each roof slope.
 14. Cover underlayment within seven days.

- D. Metal-Flushed, Open-Valley Underlayment: Install one layer of 36-inch-wide felt underlayment centered in valley, running full length of valley, and on top of underlayment on field of roof that is woven through valley. Install all layers of underlayment in and through valley tight with no bridging.
1. Lap ends at least 12 inches in direction that sheds water, and seal with asphalt roofing cement.
 2. Fasten to roof deck with underlayment nails located as far from valley center as possible and only to extent necessary to hold underlayment in place until installation of valley flashing.

3.4 INSTALLATION OF METAL FLASHING AND TRIM

- A. Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
1. Install metal flashings in accordance with recommendations for wood roofing in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems."
- B. Apron Flashings: Extend lower flange over and beyond each side of downslope wood roofing and up the vertical surface.
- C. Step Flashings: Install with a headlap of 3 inches and extend over underlying wood roofing and up the vertical face. Install with lower edge of flashing just upslope of, and concealed by, butt of overlying wood roofing. Fasten to roof deck only.
- D. Cricket and Backer Flashings: Install against roof-penetrating elements extending concealed flange beneath upslope wood roofing and beyond each side.
- E. Counterflashings: Coordinate with installation of base flashing and fit tightly to base flashing. Lap joints a minimum of 4 inches secured in a waterproof manner.
1. Install in reglets or receivers.
- F. Open-Valley Flashings: Install centered in valleys, lapping ends at least 8 inches in direction that sheds water. Fasten upper end of each length to roof deck beneath overlap.
1. Adhere minimum 9-inch- wide strip of self-adhering, polymer-modified bitumen sheet to metal flanges and to underlying self-adhering, polymer-modified bitumen sheet. Place strips parallel to and over flanges so that they will be just concealed by installed roofing.
- G. Rake Drip Edges: Install over underlayment materials and fasten to roof deck.
- H. Eave Drip Edges: Install below underlayment materials and fasten to roof deck.
- I. Pipe Flashings: Form flashing around pipe penetrations and wood roofing. Fasten and seal to wood roofing.

3.5 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("the work") on the following project:
1. Owner: Town of Fort Myers Beach.
 2. Owner Address: 2525 Estero Boulevard, Fort Myers Beach, FL 33931.
 3. Building Name/Type: Mound House.
 4. Building Address: 451 Connecticut Street, Fort Myers Beach, FL 33931.
 5. Area of the Work: Mound House Wood Shake Roofing.
 6. Acceptance Date: <Insert date>.
 7. Warranty Period: 5 Years.
 8. Expiration Date: <Insert date>.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant the work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that, during Warranty Period, Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of the work as are necessary to correct faulty and defective work and as are necessary to maintain the work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to the work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding 160 mph;
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When the work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to the work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of the work.
 4. During Warranty Period, if Owner allows alteration of the work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this

Warranty shall become null and void on date of the alterations, but only to the extent the alterations affect the work covered by this Warranty. If Owner engages Roofing Installer to perform the alterations, Warranty shall not become null and void unless Roofing Installer, before starting the alterations, notified Owner in writing, showing reasonable cause for claim, that the alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.

5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a use or service more severe than originally specified, this Warranty shall become null and void on date of the change, but only to the extent the change affects the work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect the work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on the work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of the work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.

1. Authorized Signature: **<Insert signature>**.
2. Name: **<Insert name>**.
3. Title: **<Insert title>**.

END OF SECTION 073129

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manufactured reglets with counterflashing.
2. Formed roof-drainage sheet metal fabrications.
3. Formed steep-slope roof sheet metal fabrications.

1.2 PREINSTALLATION MEETINGS

- ##### A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following

1. Underlayment materials.
2. Elastomeric sealant.
3. Butyl sealant.
4. Epoxy seam sealer.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counterflashings.
10. Include details of special conditions.
11. Include details of connections to adjoining work.

- C. Samples: For each exposed product and for each color and texture specified, 12 inches long by actual width.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of coping and roof edge flashing that is ANSI/SPRI/FM 4435/ES-1 tested.
- B. Evaluation Reports: For copings and roof edge flashing, from an agency acceptable to authority having jurisdiction showing compliance with ANSI/SPRI/FM 4435/ES-1.
- C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Special warranty.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 - 1. For copings and roof edge flashings that are ANSI/SPRI/FM 4435/ES-1 tested, shop is to be listed as able to fabricate required details as tested and approved.

1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:
 - 1. Design Pressure: As indicated on Drawings.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Copper Sheet: ASTM B370, cold-rolled copper sheet, H00 or H01 temper.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Hussey Copper Ltd.
 - b. Revere Copper Products, Inc.
 - 2. Copper: ASTM B 370; temper H00, cold rolled except where temper 060 is required for forming; not less than 16 oz./sq. ft., unless otherwise indicated.
 - 3. Finish: All copper to be lead coated, 12-15 lbs/100 sq ft per ASTM B101.

2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
- C. Solder:
 - 1. For Copper: ASTM B32, Grade Sn50, 50 percent tin and 50 percent lead.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- E. Elastomeric Sealant: ASTM C920, elastomeric polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- H. Asphalt Roofing Cement: ASTM D4586/D4586M, asbestos free, of consistency required for application.

- I. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated.
 - 1. Material: Copper, 16 oz./sq. ft..
 - 2. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
 - 3. Accessories:
 - a. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.
 - 4. Finish: Lead-Coated.

2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
 - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
 - 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
 - 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

G. Seams:

1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.

2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters:

1. Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required.
2. Fabricate in minimum 96-inch-long sections.
3. Furnish half-round gutter brackets. Match existing.
4. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.
5. Accessories: Wire-ball downspout strainer.
6. Gutters with Girth up to 15 Inches: Fabricate from the following materials:
 - a. Copper: 16 oz./sq. ft..

B. Downspouts: Fabricate round downspouts to dimensions indicated on Drawings, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.

1. Hanger Style: Match existing.
2. Fabricate from the following materials:
 - a. Copper: 16 oz./sq. ft..

2.7 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft..

B. Valley Flashing: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft..

C. Drip Edges: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft..

D. Eave, Rake Flashing: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft..

PART 3 - EXECUTION

3.1 INSTALLATION OF UNDERLAYMENT

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim.
 - 1. Install in shingle fashion to shed water.
 - 2. Lap joints not less than 2 inches.

3.2 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
 - 1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder.
 - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 - 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
 - 6. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
 - 7. Do not field cut sheet metal flashing and trim by torch.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 - 1. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
 - 1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
 - 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction.

1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 deg F.
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.

1. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
2. Do not use torches for soldering.
3. Heat surfaces to receive solder, and flow solder into joint.
 - a. Fill joint completely.
 - b. Completely remove flux and spatter from exposed surfaces.
4. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

3.3 INSTALLATION OF ROOF-DRAINAGE SYSTEM

A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

B. Hanging Gutters:

1. Join sections with riveted and soldered joints.
2. Provide for thermal expansion.
3. Attach gutters at eave or fascia to firmly anchor them in position.
4. Provide end closures and seal watertight with sealant.
5. Slope to downspouts.
6. Install gutter with expansion joints at locations indicated on Drawings, but not exceeding, 50 feet apart. Install expansion-joint caps.

C. Downspouts:

1. Join sections with 1-1/2-inch telescoping joints.
2. Provide hangers with fasteners designed to hold downspouts securely to walls.
3. Locate hangers at top and bottom and at approximately 60 inches o.c.
4. Provide elbows at base of downspout to direct water away from building.

3.4 INSTALLATION OF ROOF FLASHINGS

- A. Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard.
 - 1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
 - 2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing:
 - 1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
 - 2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
- C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.
 - 1. Insert counterflashing in reglets or receivers and fit tightly to base flashing.
 - 2. Extend counterflashing 4 inches over base flashing.
 - 3. Lap counterflashing joints minimum of 4 inches.
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.5 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.6 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

3.7 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

- B. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200

ARCHITECTURAL GENERAL NOTES – BUILDING CODE SUMMARY		
PROJECT DESCRIPTION: PARTIAL RE–ROOFING (WOOD SHAKE SHINGLES ONLY)		
AREA TOTAL WOOD SHAKE SHINGLES ROOFING SQUARE FOOTAGE: 2,273 SQ. FT. (22.73 SQUARES)		
APPLICABLE CODES :		
2020	FLORIDA BUILDING CODE	BUILDING
2020	FLORIDA BUILDING CODE	EXISTING BUILDING
2020	FLORIDA BUILDING CODE	MECHANICAL
2020	FLORIDA BUILDING CODE	PLUMBING
2020	FLORIDA BUILDING CODE	FUEL GAS
2020	FLORIDA BUILDING CODE	TEST PROTOCOLS
2020	FLORIDA BUILDING CODE	ENERGY (Chapter 13)
2020	FLORIDA BUILDING CODE	SREF (Chapter 423)
2020	FLORIDA BUILDING CODE	ACCESSIBILITY
2017	NFPA 70 NATIONAL ELECTRICAL CODE	
2018	NFPA 101–06 LIFE SAFETY CODE	
2020	FLORIDA FIRE PREVENTION CODE, 7TH EDITION	
SPECIAL CONSIDERATION FOR HISTORIC BUILDINGS:		
2020 FBC, EXISTING BUILDING, APPENDIX B, STANDARD FOR REHABILITATION THE SECRETARY OF THE INTERIOR’S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC STRUCTURES		
OCCUPANCY CLASSIFICATION / CONSTRUCTION TYPE :		
OCCUPANCY CLASSIFICATION: BUSINESS – GROUP B (MUSEUM USE) (NO CHANGE OF OCCUPANCY)		
CLASSIFICATION OF WORK: EXISTING BUILDING (HISTORIC) – ALTERATION LEVEL 1 CONSTRUCTION TYPE: TYPE V–B (UNPROTECTED)		
FIRE–RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS:		
BEARING WALLS EXTERIOR:	0 HOURS	
BEARING WALLS INTERIOR:	0 HOURS	
NONBEARING WALLS EXTERIOR	0 HOURS	
NONBEARING WALLS INTERIOR	0 HOURS	
FLOOR CONSTRUCTION:	0 HOURS	
ROOF CONSTRUCTION	0 HOURS	
GENERAL PROJECT NOTES:		
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, COUNTY, AND CITY CODES, RULES, REGULATIONS, AND ORDINANCES.		
2. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DETAILS OF THE WORK. AND NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THESE CONDITIONS AND THE DRAWINGS.		
3. CONTRACTOR IS TO ENSURE THAT BUILDING IS SEALED AND SECURED AT THE END OF EACH WORK DAY.		
4. CONTRACTOR IS TO COORDINATE ALL WORK WITH THE REQUIREMENTS OF THE ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DOCUMENTS.		
6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND INSPECTIONS REQUIRED, AND SHALL PAY FOR ALL, UNLESS CONTRACT INDICATES OWNER SHALL PAY.		
7. ALL EXISTING CEILING, FLOOR, AND WALL FINISHES INDICATED TO REMAIN, THAT ARE LEFT IN A STATE OF DISREPAIR BY THE DEMOLITION OR CONSTRUCTION PROCESS SHALL BE REPAIRED TO MATCH SIMILAR AND OR ADJOINING SURFACES.		
8. THE CONTRACTOR SHALL COORDINATE AND BE RESPONSIBLE FOR FURNITURE AND EQUIPMENT RELOCATION AS REQUIRED FOR RENOVATION WORK. COORDINATE WITH OWNER FOR PROPER PROTECTION AND STORAGE DURING THE COURSE OF THE PROJECT.		
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND OVERSEE THE PROPER AND NEAT INSTALLATION OF ALL NEW WORK BY HIS SUB CONTRACTORS AND OTHER VENDORS.		

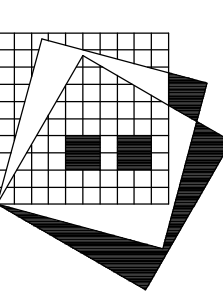
PARTIAL RE-ROOFING OF THE HISTORIC

MOUND HOUSE

451 Connecticut Street, Fort Myers Beach, Florida 33931

For: Town of Fort Myers Beach - Parks and Recreation

2523 Estero Boulevard, Fort Myers Beach, Florida 33931



RENKER · EICH · PARKS ARCHITECTS

LIC. AA C001447 1609 Dr. Martin Luther King Jr. Street North St. Petersburg, Florida 33704–4203 (727–821–2986)

REPA PROJECT NO.: 2225.02

ARCHITECT

RENKER EICH PARKS ARCHITECTS

1609 DR MARTIN LUTHER KING JR ST NORTH

ST. PETERSBURG, FLORIDA 33704

STRUCTURAL ENGINEER

MILLER STRUCTURAL ENGINEERING

320 W. KENNEDY BLVD. STE. 700

TAMPA, FLORIDA 33606

DATE: FEBRUARY 27th, 2023

100% CONSTRUCTION DOCUMENTS (FINAL REVIEW)

INDEX

COVER

TITLES, CODE SUMMARY, INDEX

ARCHITECTURAL

GA1.0 ABBREVIATIONS, ARCHITECTURAL SYMBOLS,
LOCATION MAP

SA1.0 SITE PLAN

A2.1 ROOF PLAN & ROOF DETAILS

A3.1 ELEVATIONS

ARCHITECTURAL ABBREVIATIONS

●	AT	FE	FIRE EXTINGUISHER	PSI	POUNDS PER SQUARE INCH
A	AREA	FD	FLOOR DRAIN	PSF	POUNDS PER SQUARE FOOT
ABBREV	ABBREVIATION	FDN	FOUNDATION	PERP	PERPENDICULAR
A/C	AIR CONDITIONING	FH	FIRE HOSE	PL	PLATE
ACM	ASBESTOS CONTAINING MAT	FHC	FIRE HOSE CABINET	PLMB	PLUMBING
ACOUST	ACOUSTIC / ACOUSTICAL	FHY	FIRE HYDRANT	PNL	PANEL
ACT	ACOUSTICAL CEILING TILE	FIG	FIGURE	PR	PAIR
ADH	ADHESIVE	FIL	FILLET	PTD	PAINTED
AFC	ABOVE FINISH CEILING	FIN	FINISH	PTN	PARTITION
AFF	ABOVE FINISH FLOOR	FX	FIXTURE	PLAST	PLASTER
APD	APPROVED	FL	FLOOR	PLSTC	PLASTIC
APPROX	APPROXIMATE	FLG	FLOORING	PRCST	PRECAST
ALUM	ALUMINUM	FLUOR	FLUORESCENT	PREFAB	PREFABRICATED
ALM	ALARM	FM	FEET PER MINUTE	PRMLD	PREMOLDED
AMT	AMOUNT	FPS	FEET PER SECOND	PROP	PROPERTY
APC	ACOUSTIC PANEL CEILING	FPT	FLUOROPOLYMER PAINT	PT	PRESSURE TREATED
ARCH	ARCHITECT / ARCHITECTURAL	FR	FRAME	QT	QUARRY TILE
ASPH	ASPHALT	FREQ	FREQUENCY	QTY	QUANTITY
ASSEM	ASSEMBLY	RM	FRAMING	R	RIGHT
ASSY	ASSEMBLY	FT	FOOT OR FEET	RAD	RADIUS
ASSOC	ASSOCIATE	FT-C	FOOT CANDLE	RD	ROOF DRAIN
AVE	AVENUE	FTG	FOOTING	RECOP	RECEPTACLE
AVG	AVERAGE	FT LB	FOOT POUND	REFL	REFLECTED
AX	AXIS	FURN	FURNISH	REG	REGISTER
BD	BOARD	GA	GAUGE	REINF	REINFORCING
BET	BETWEEN	GALV	GALVANIZED	REQD	REQUIRED
BEV	BEVELED	GL	GLASS	RET	RETURN
BO	BOTTOM OF	GR	GRADE	REV	REVISION
BLK	BLOCK	GYP	GYPSON	RF	ROOF
BLKG	BLOCKING	GWB	GYPSON WALL BOARD	RFG	ROOFING
BLDG	BUILDING	HDW	HARDWARE	RH	RIGHT HAND
BLT-IN	BUILT-IN	HDWD	HARDWOOD	RHR	RIGHT HAND REVERSE
BLVD	BOULEVARD	HEX	HEXAGONAL	RJ	REVEAL JOINT
BM	BEAM	HGT	HEIGHT	RM	ROOM
BM	BENCH MARK	HOR	HORIZONTAL	RT	RUBBER TILE
BNDY	BOUNDARY	HP	HORSE POWER	S	SOUTH
BOT	BOTTOM	HM	HOLLOW METAL	SCH	SCHEDULE
BRK	BRICK	HR	HOUR	SCR	SCREW
BRKT	BRACKET	HVAC	HEATING / VENTILATION / AIR	SCUP	SCUPPER
BT	BOLTS		CONDITIONING	SDG	SIDING
BRZ	BRONZE	HW	HOT WATER	SECT	SECTION
C	CABINET	ID	INSIDE DIAMETER	SEW	SEWER
CAB	CABINET	IN	INCH	SHT	SHEET
CC	CENTER TO CENTER	INC	INCORPORATED	SHTHG	SHEATHING
CFLG	COUNTER FLASHING	INCL	INCLUDE	SK	SINK
CL	CENTER LINE	INFO	INFORMATION	SMLS	SEAMLESS
CLR	CLEAR	IMAG	IMAGE	SPEC	SPECIFICATIONS
CT	CERAMIC TILE	INSUL	INSULATION	SPR	SPRINKLER
CTR	CENTER	INT	INTERIOR	SQ	SQUARE
CB	CHALK BOARD	INTER	INTERMEDIATE	SQ FT	SQUARE FEET
CEM	CEMENT	INV	INVERT	SQ IN	SQUARE INCH
CHAM	CHAMFER	J	JUNCTION BOX	STAG	STAGGERED
CHG	CHANGE	JT	JOINT	STD	STANDARD
CHAN	CHANNEL	K	KIP	STOR	STORAGE
CIR	CIRCLE	KG	KILOGRAM	STIFF	STIFFENER
CIRC	CIRCUMFERENCE	KM	KILOMETER	STR	STRUT
CLG	CEILING	KO	KNOCK OUT	STL	STEEL
CJ	CONTROL JOINT	KW	KILOWATT	STOR	STORAGE
CMU	CONCRETE MASONRY UNIT	KWHR	KILOWATT HOUR	STND	STAINED
CND	CONDUIT	L	LEFT	STRUCT	STRUCTURAL
COL	COLUMN	LAT	LATERAL	STWY	STAIRWAY
CO	CLEAN OUT	LAV	LAVATORY	SS	STAINLESS STEEL
CO	COMPANY	LB	POUND	SUP	SUPPORT
COM	COMMON	LBR	LUMBER	SUPP	SUPPLEMENT
COMPT	COMPARTMENT	LDC	LANDING	SUPPY	SUPPLEMENTARY
CONC	CONCRETE	LDR	LEADER	SURF	SURFACE
COND	CONDUCTOR	LEV	LEVEL	SUSP	SUSPENDED
CONN	CONNECTION	LGTH	LENGTH	SYM	SYMBOL
CONST	CONSTRUCTION	LH	LEFT HAND	SYS	SYSTEM
CONT	CONTINUOUS	LHR	LEFT HAND REVERSE	SV	SHALLOW "V" CONTROL JT
CONTR	CONTRACTOR	LIN FT	LINEAR FEET	SW	SOUTHWEST
COP	COPPER	LK	LOCK	SWG	STANDARD WRE GAUGE
CPM	CYCLES PER MINUTE	LKR	LOCKER	T&G	TONGUE AND GROOVE
CPS	CYCLES PER SECOND	LN	LINE	TAF	TROWEL APPLIED FLOORING
CU	CUBIC	LNG	LINING	TAN	TANGENT
CU FT	CUBIC FEET	LT	LIGHT	TB	TACK BOARD
CFM	CUBIC FEET PER MINUTE	LV	LOUVER	TBAS	TOP, BOTTOM, & SIDES
CU IN	CUBIC INCH	M	METER	TECH	TECHNICAL
CU YD	CUBIC YARD	MATL	MATERIAL	TEL	TELEPHONE
CUR	CURRENT	MAX	MAXIMUM	TEMP	TEMPERATURE
DEG	DEGREE	MCJ	MASONRY CONTROL JOINT	THRD	THREAD
DET	DETAIL	MECH	MECHANICAL	THK	THICK OR THICKNESS
DF	DRINKING FOUNTAIN	MED	MEDIUM	THR	THREADED
DIA	DIAMETER	MEMB	MEMBRANE	TO	TOP OF
DM	DIMENSION	MFD	MANUFACTURED	TOIL	TOILET
DISC	DISCONNECT	MFR	MANUFACTURER	TR	TREAD
DIST	DISTANCE	MIN	MINIMUM	TRANS	TRANSFORMER
DIV	DIVISIONS	MIRR	MIRROR	TYP	TYPICAL
DN	DOWN	ML	METAL LATH	UL	UNDERWRITERS LABORATORIES
DS	DOWN SPOUT	MDG	MOLDING	UNFIN	UNFINISHED
DV	DEEP "V" CONTROL JT	MM	MILLIMETER	UNO	UNLESS NOTED OTHERWISE
DWG	DRAWING	MO	MASONRY OPENING	V	VENT
DX	DUPLEX	MOD	MODULE	VAC	VACUUM
E	EAST	MTO	MOUNTING	VARN	VARNISH
EIFS	EXTERIOR INSULATION & FINISH SYSTEM	MTL	METAL	VCT	VINYL COMPOSITION TILE
EJ	EXPANSION JOINT	N	NORTH	VENT	VENTILATE
EL	ELEVATION	NATL	NATIONAL	VERT	VERTICAL
ELAST	ELASTOMERIC	NIC	NOT IN CONTRACT	VEST	VESTIBULE
ELEC	ELECTRIC	NTS	NOT TO SCALE	VIF	VERIFY IN FIELD
EMER	EMERGENCY	NO	NUMBER	VT	VITREOUS
ENCL	ENCLOSURE	NOM	NOMINAL	VOL	VOLUME
ENGR	ENGINEER	NOR	NORMAL	W	WEST
EQ	EQUAL	OA	OVERALL	W/	WITH
EQUIP	EQUIPMENT	OC	ON CENTER	WC	WATER CLOSET
EST	ESTIMATE	OD	OUTSIDE DIAMETER	WO	WOOD
EX	EXISTING	OPNG	OPENING	W/O	WITH OUT
EXIST	EXISTING	OPP	OPPOSITE	WDW	WINDOW
EXP	EXPANSION	ORN	ORNAMENT	WI	WROUGHT IRON
EXT	EXTERIOR	OVHD	OVERHEAD	WT	WEIGHT
EXTR	EXTRUDE	OZ	OUNCE	WTH	WIDTH
FA	FIRE ALARM	PCF	POUNDS PER CUBIC FOOT	YO	YARD
FAB	FABRICATE			YDI	YARD DRAIN INLET
FCTY	FACTORY			YR	YEAR
				YEL	YELLOW

ARCHITECTURAL SYMBOL KEY

DRAWING NO. 1
SHEET NO. A-1

DRAWING TITLE
SCALE: 1/4"=1'-0"

(WHERE DETAIL IS LOCATED)

DRAWING TITLE

DRAWING NO. 1
SHEET NO. A-1

NORTH ARROW

DRAWING NO. 1
SHEET NO. A-1

BUILDING SECTION

(WHERE DETAIL IS LOCATED)

DRAWING NO. 1
SHEET NO. A-1

FULL WALL SECTION

(WHERE DETAIL IS LOCATED)

DRAWING NO. X
SHEET NO. XX

PARTIAL SECTION DETAIL

(WHERE DETAIL IS LOCATED)

DRAWING NO. 1
SHEET NO. A

COLUMN GRID LINES
(NUMBER - HORIZ
LETTER - VERT)

DRAWING NO. X
SHEET NO. XX

PLAN OR SECTION DETAIL

(WHERE DETAIL IS LOCATED)

DRAWING NO. X
SHEET NO. XX

ENLARGED OR SECTION PLAN

(WHERE DETAIL IS LOCATED)

DRAWING NO. 1
SHEET NO. A-1

ELEVATIONS

A-1 ← SHEET NO (WHERE DETAIL IS LOCATED)

DRAWING NO. 1
SHEET NO. A-1

MATCH LINES

DRAWING NO. 1
SHEET NO. A-1

ELEVATION MARK
(WORK POINT)

DRAWING NO. 1
SHEET NO. A-1

ROOM NAME AND NUMBER

DRAWING NO. 1
SHEET NO. A-1

DOOR NUMBER

DRAWING NO. 1
SHEET NO. A-1

CONSTRUCTION NOTES TAG

DRAWING NO. 1
SHEET NO. A-1

DETAIL ELEVATION TAG

DRAWING NO. 1
SHEET NO. A-1

WINDOW NUMBER

DRAWING NO. 1
SHEET NO. A-1

WALL-MOUNTED FIRE EXTINGUISHER

LOCATION MAP

SITE LOCATION

PARTIAL RE-ROOFING OF THE HISTORIC
MOUND HOUSE

451 Connecticut Street, Fort Myers Beach, Florida 33931
FOR THE TOWN OF FORT MYERS BEACH

PROJECT NO.: 2225.02

DATE: 02/27/2023

DRAWN BY: PCP

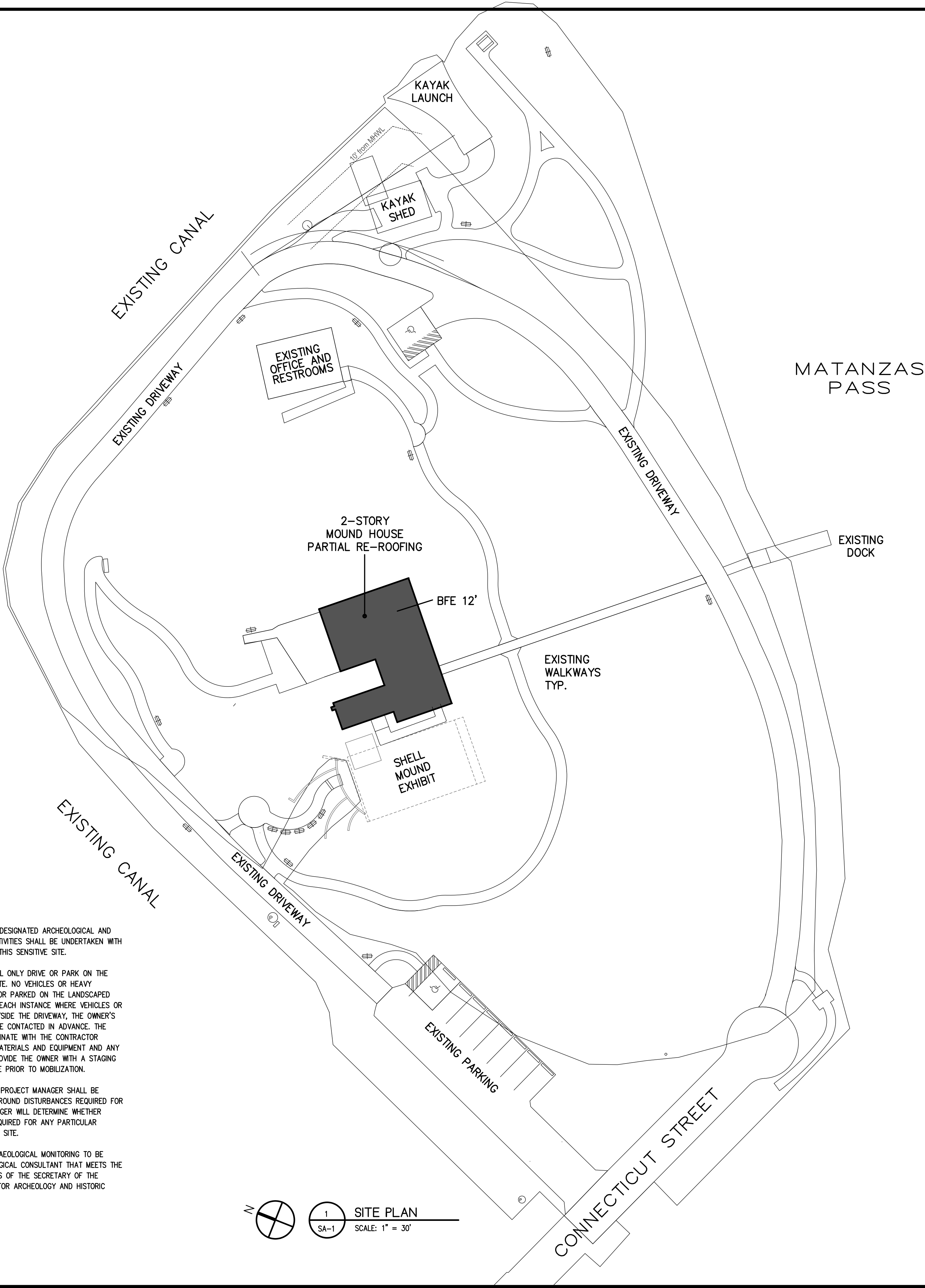
REVISIONS:

SHEET TITLE:
ABBREVIATIONS,
ARCHITECTURAL SYMBOLS,
LOCATION MAP

SHEET NO.:
GA1.0
OF SHEETS

SITE NOTES

1. THE ENTIRE MOUND HOUSE SITE IS A DESIGNATED ARCHEOLOGICAL AND HISTORICAL SITE. ALL CONSTRUCTION ACTIVITIES SHALL BE UNDERTAKEN WITH CAREFUL PLANNING AND EXECUTION ON THIS SENSITIVE SITE.
2. SITE ACCESS: THE CONTRACTOR SHALL ONLY DRIVE OR PARK ON THE PERIMETER DRIVEWAY ENCIRCLING THE SITE. NO VEHICLES OR HEAVY EQUIPMENT SHALL BE DRIVEN ACCROSS OR PARKED ON THE LANDSCAPED AREAS OUTSIDE OF THE DRIVEWAY. FOR EACH INSTANCE WHERE VEHICLES OR EQUIPMENT NEED ACCESS TO AREAS OUTSIDE THE DRIVEWAY, THE OWNER'S DESIGNATED PROJECT MANAGER SHALL BE CONTACTED IN ADVANCE. THE OWNER'S PROJECT MANAGER WILL COORDINATE WITH THE CONTRACTOR NECESSARY ACCESS FOR DELIVERY OF MATERIALS AND EQUIPMENT AND ANY STAGING AREAS. CONTRACTOR SHALL PROVIDE THE OWNER WITH A STAGING SITE PLAN FOR REVIEW AND ACCEPTANCE PRIOR TO MOBILIZATION.
3. GROUND DISTURBANCE: THE OWNER'S PROJECT MANAGER SHALL BE NOTIFIED IN ADVANCE REGARDING ANY GROUND DISTURBANCES REQUIRED FOR THE WORK. THE OWNER'S PROJECT MANAGER WILL DETERMINE WHETHER ARCHEOLOGICAL MONITORING WILL BE REQUIRED FOR ANY PARTICULAR GROUND DISTURBANCE LOCATION ON THE SITE.
4. PROFESSIONAL QUALIFICATIONS: ARCHAEOLOGICAL MONITORING TO BE CONDUCTED BY A QUALIFIED ARCHAEOLOGICAL CONSULTANT THAT MEETS THE PROFESSIONAL QUALIFICATION STANDARDS OF THE SECRETARY OF THE INTERIORS STANDARDS AND GUIDELINES FOR ARCHEOLOGY AND HISTORIC PRESERVATION.

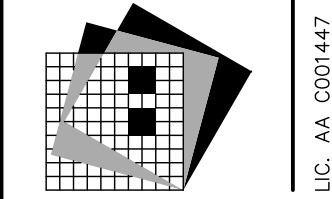


PARTIAL RE-ROOFING OF THE HISTORIC
MOUND HOUSE
451 Connecticut Street, Fort Myers Beach, Florida 33931
FOR THE TOWN OF FORT MYERS BEACH

PROJECT NO.: 2225.02
DATE: 02/27/2023
DRAWN BY: PCP
REVISIONS:

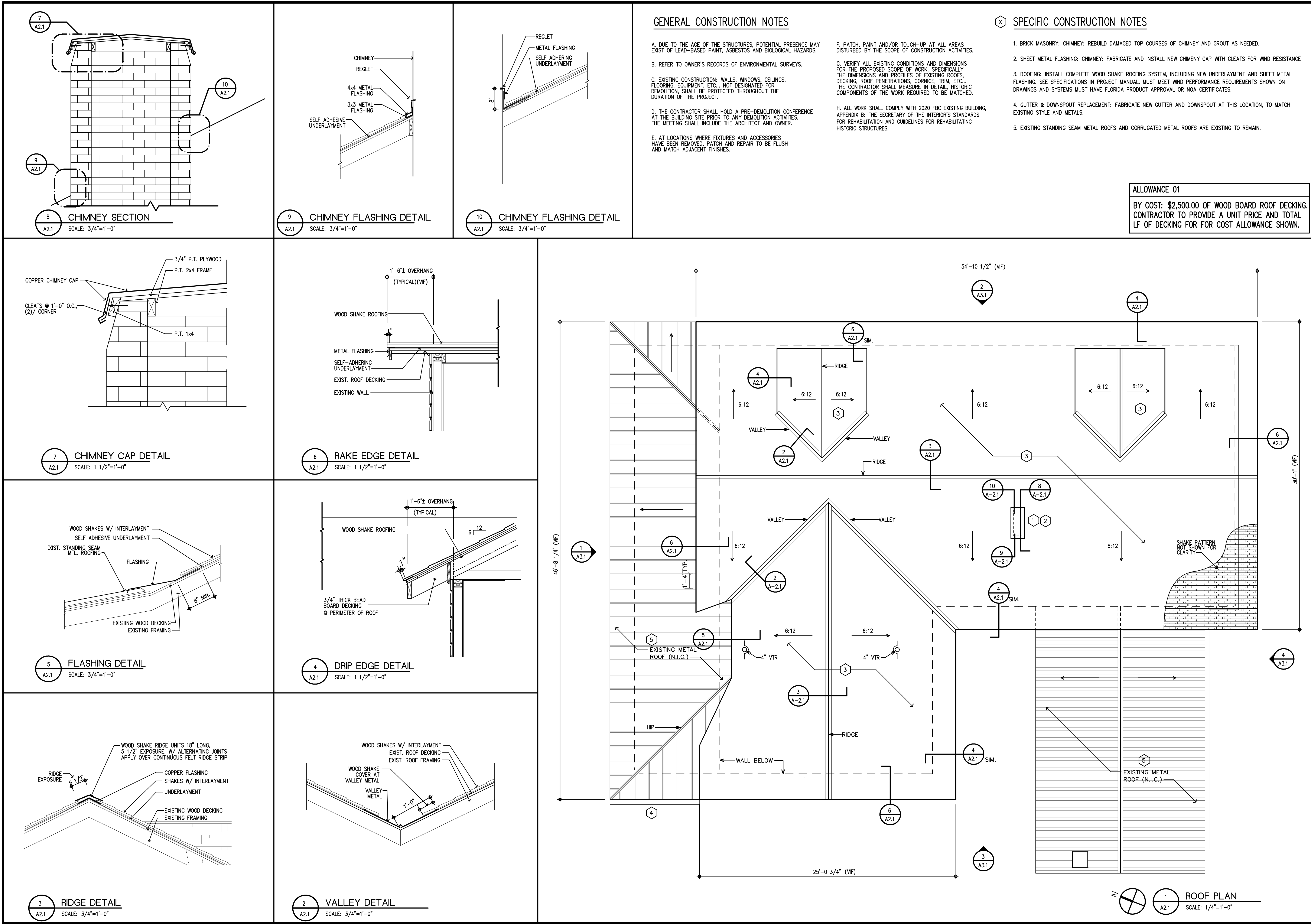
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SITE PLAN
BUILDING LOCATION

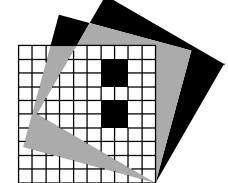
SHEET NO.:
SA1.0
OF SHEETS



RENKER · EICH · PARKS ARCHITECTS
LIC. AA 0001447 1609 Dr. Martin Luther King Jr. Street North • St. Petersburg, Florida • 33704-4203 • (727-821-2986)

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2/27/2023 3:43 PM





RENKER · EICH · PARKS ARCHITECTS

LIC. AA 0001447 1609 Dr. Martin Luther King Jr. Street North St. Petersburg, Florida 33704-4203 (727)-821-2986

PARTIAL RE-ROOFING OF THE HISTORIC
MOUND HOUSE
451 Connecticut Street, Fort Myers Beach, Florida 33931
FOR THE TOWN OF FORT MYERS BEACH

PROJECT NO.: 2225.02
DATE: 02/27/2023
DRAWN BY: PCP
REVISIONS:

SHEET TITLE:
ROOF PLAN
ROOF DETAILS

SHEET NO.:
A2.1
OF SHEETS

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2/27/2023 3:04 PM



1 NORTH ELEVATION
A-3.1 1/4" = 1'0"



2 EAST ELEVATION
A-3.1 1/4" = 1'0"

GENERAL CONSTRUCTION NOTES

- A. DUE TO THE AGE OF THE STRUCTURES, POTENTIAL PRESENCE MAY EXIST OF LEAD-BASED PAINT, ASBESTOS AND BIOLOGICAL HAZARDS.
- B. REFER TO OWNER'S RECORDS OF ENVIRONMENTAL SURVEYS.
- C. EXISTING CONSTRUCTION: WALLS, WINDOWS, CEILINGS, FLOORING, EQUIPMENT, ETC... NOT DESIGNATED FOR DEMOLITION, SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE PROJECT.
- D. THE CONTRACTOR SHALL HOLD A PRE-DEMOLITION CONFERENCE AT THE BUILDING SITE PRIOR TO ANY DEMOLITION ACTIVITIES. THE MEETING SHALL INCLUDE THE ARCHITECT AND OWNER.
- E. AT LOCATIONS WHERE FIXTURES AND ACCESSORIES HAVE BEEN REMOVED, PATCH AND REPAIR TO BE FLUSH AND MATCH ADJACENT FINISHES.

- F. PATCH, PAINT AND/OR TOUCH-UP AT ALL AREAS DISTURBED BY THE SCOPE OF CONSTRUCTION ACTIVITIES.
- G. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS FOR THE PROPOSED SCOPE OF WORK. SPECIFICALLY THE DIMENSIONS AND PROFILES OF EXISTING ROOFS, DECKING, ROOF PENETRATIONS, CORNICE, TRIM, ETC. THE CONTRACTOR SHALL MEASURE IN DETAIL, HISTORIC COMPONENTS OF THE WORK REQUIRED TO BE MATCHED.
- H. ALL WORK SHALL COMPLY WITH 2020 FBC EXISTING BUILDING, APPENDIX B: THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC STRUCTURES.

SPECIFIC CONSTRUCTION NOTES

1. BRICK MASONRY: CHIMNEY: REBUILD DAMAGED TOP COURSES OF CHIMNEY AND GROUT AS NEEDED.
2. SHEET METAL FLASHING: CHIMNEY: FABRICATE AND INSTALL NEW CHIMNEY CAP WITH CLEATS FOR WIND RESISTANCE.
3. ROOFING: INSTALL COMPLETE WOOD SHAKE ROOFING SYSTEM, INCLUDING NEW UNDERLAYMENT AND SHEET METAL FLASHING. SEE SPECIFICATIONS IN PROJECT MANUAL. MUST MEET WIND PERFORMANCE REQUIREMENTS SHOWN ON DRAWINGS AND SYSTEMS MUST HAVE FLORIDA PRODUCT APPROVAL OR NOA CERTIFICATES.
4. GUTTER & DOWNSPOUT REPLACEMENT: FABRICATE NEW GUTTER AND DOWNSPOUT AT THIS LOCATION, TO MATCH EXISTING STYLE AND METALS.
5. EXISTING STANDING SEAM METAL ROOFS AND CORRUGATED METAL ROOFS ARE EXISTING TO REMAIN.



3 WEST ELEVATION
A-3.1 1/4" = 1'0"



4 SOUTH ELEVATION
A-3.1 1/4" = 1'0"

PARTIAL RE-ROOFING OF THE HISTORIC
MOUND HOUSE
451 Connecticut Street, Fort Myers Beach, Florida 33931
FOR THE TOWN OF FORT MYERS BEACH

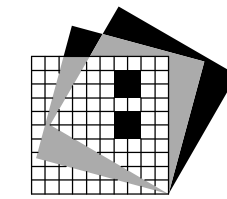
PROJECT NO.: 2225.02
DATE: 02/27/2023
DRAWN BY: PCP
REVISIONS:

SHEET TITLE:
ELEVATIONS

SHEET NO.:

A3.1

OF SHEETS



RENKER + EICH + PARKS ARCHITECTS
1609 Dr. Martin Luther King Jr. Street North
St. Petersburg, Florida 33704-4203
(727-821-2986)
LIC. AA 0001447

**PARTIAL RE-ROOFING
OF THE HISTORIC
MOUND HOUSE
289 CONNECTICUT STREET
FORT MYERS BEACH, FLORIDA 33931**

for

**TOWN OF FORT MYERS BEACH
2525 ESTERO BOULEVARD
FORT MYERS BEACH, FLORIDA 33931**

PROJECT MANUAL

PREPARED BY:

**ARCHITECT
RENKER EICH PARKS ARCHITECTS
1609 DR MARTIN LUTHER KING JR STREET NORTH
ST. PETERSBURG, FL 33704**

**STRUCTURAL ENGINEER
MILLER STRUCTURAL ENGINEERING, INC.
320 WEST KENNEDY BLVD., SUITE 100
TAMPA, FLORIDA 33606**

FEBRUARY 27TH, 2023

100% CONSTRUCTION DOCUMENTS SUBMITTAL

Final Review

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification: Partial Re-Roofing of the Historic Mound House.

1. Project Location: Mound House, 451 Connecticut Street, Fort Myers Beach, FL 33931.

B. Owner: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931.

1. Owner's Representative: Alison Gieson, Director, Culture, Parks & Recreation, Town of Fort Myers Beach, (239) 462-8247, alison@fmbgov.com.

C. Architect: Renker Eich Parks Architects, 1609 Dr Martin Luther King Jr St N, St. Petersburg, FL 33704.

1. Architect's Representative: Paul C. Palmer, Renker Eich Parks Architects, Office Phone: (727) 821-2986 x212, ppalmer@reparch.com.

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Structural: Miller Structural Engineering, 320 West Kennedy Blvd., Suite 100, Tampa, FL 33606.
 - a. Structural Representative: Walter Miller, Office Phone: 813-259-9116.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Partial Reroofing: Scope is limited to Wood Shake Roofing and associated Sheet Metal Flashing replacement, other existing roofing/ roof systems to remain, including other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Limits on Use of Site: Confine construction operations to areas as designated by the Owner. See notes on site plan drawing.
 2. Driveways, Walkways, and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Coordinate with any other Owner specific restrictions and requirements.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.
- F. Employee Identification: Owner reserves the right to require identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 1. Maintain list of approved screened personnel with Owner's representative.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.

- g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

- B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door

floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.

6. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.

1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Owner name.
 2. Owner's Project number.
 3. Name of Architect.
 4. Architect's Project number.
 5. Date.
 6. Name of Contractor.
 7. RFI number, numbered sequentially.
 8. RFI subject.
 9. Specification Section number and title and related paragraphs, as appropriate.
 10. Drawing number and detail references, as appropriate.
 11. Field dimensions and conditions, as appropriate.
 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 13. Contractor's signature.
 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Contractor's standard form.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.

- b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.
 - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises and existing building.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.
 - y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.

- bb. Security.
- cc. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - l. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.
 - r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.
 - u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.
 - x. Required performance results.
 - y. Protection of adjacent work.
 - z. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at regular intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- C. Event: The starting or ending point of an activity.
- D. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file.
 - 2. PDF file.

- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
 - 1. Use Scheduling component of Project management software for current Windows operating system.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use-of-premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion
1. Roof Dry-In.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

3. As the Work progresses, indicate final completion percentage for each activity.

- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- I. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.7 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Testing and inspection.
 - 8. Accidents.
 - 9. Meetings and significant decisions.
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.

15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.

10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.

- g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 - 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will disregard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 013591 - HISTORIC TREATMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general protection and treatment procedures for designated historic spaces, areas, rooms, and surfaces in Project.

1.2 DEFINITIONS

- A. Consolidate: To strengthen loose or deteriorated materials in place.
- B. Design Reference Sample: A sample that represents Architect's prebid selection of work to be matched; it may be existing work or work specially produced for Project.
- C. Dismantle: To disassemble or detach a historic item from a surface, or a nonhistoric item from a historic surface, using gentle methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- D. Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance that are important to the successful restoration as determined by Architect. Designated historic areas and surfaces are indicated on Drawings.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.
- H. Remove: To take down or detach a nonhistoric item located within a historic space, area, or room, using methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- I. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- J. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- K. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

- L. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- M. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.
- N. Retain: To keep an element or detail secure and intact.
- O. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials unless otherwise indicated.
- P. Salvage: To protect removed or dismantled items and deliver them to Owner[**ready for reuse**].
- Q. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.
- R. Strip: To remove existing finish down to base material unless otherwise indicated.

1.3 PROJECT MEETINGS FOR HISTORIC TREATMENT

- A. Preliminary Historic Treatment Conference: Before starting historic treatment work, conduct conference at Project site.
 - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, historic treatment specialists, chemical-cleaner manufacturer(s), and installers whose work interfaces with or affects historic treatment shall be represented at the meeting.
 - 2. Agenda: Discuss items of significance that could affect progress of historic treatment work, including review of the following:
 - a. Fire-prevention plan.
 - b. Governing regulations.
 - c. Areas where existing construction is to remain and the required protection.
 - d. Hauling routes.
 - e. Sequence of historic treatment work operations.
 - f. Storage, protection, and accounting for salvaged and specially fabricated items.
 - g. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
 - 3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct specifically for historic treatment work at monthly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
 - 1. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of historic treatment work. Include topics for discussion as appropriate to status of Project.

2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1.5 INFORMATIONAL SUBMITTALS

- A. Historic Treatment Program: Submit 30 days before work begins.
- B. Fire-Prevention Plan: Submit 30 days before work begins.

1.6 QUALITY ASSURANCE

- A. Historic Treatment Program: Prepare a written plan for historic treatment for whole Project, including each phase or process and protection of surrounding materials during operations. Describe in detail the materials, methods, and equipment to be used for each phase of work. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project historic treatment program with specific requirements of programs required in other historic treatment Sections.
 1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- B. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- C. Safety and Health Standard: ANSI/ASSP A10.6.

1.7 STORAGE AND HANDLING OF HISTORIC MATERIALS

- A. Identification: Photograph, tag, and catalog historic items to be salvaged or reinstalled.
 1. Identify each item with a nonpermanent location identification tag indicating item name or use, location, and location identification number to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying tag.

- a. For groups of material such as brick, provide location identification tag for pallet or container. Do not tag individually.
- B. Salvaged Historic Materials:
 1. Clean loose dirt and debris from salvaged historic items unless more extensive cleaning is indicated.
 2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area on-site.
 5. Protect items from damage during transport and storage.
- C. Historic Materials for Reinstallation:
 1. Repair and clean historic items for reuse as indicated.
 2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- D. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after historic treatment and construction work in the vicinity is complete.
- E. Storage: Store historic items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
 1. Secure stored materials to protect from theft.
 2. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from historic treatment procedures.
 1. Use only proven protection methods, appropriate to each area and surface being protected.
 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where historic treatment work is being performed.

3. Erect temporary barriers to form and maintain fire-egress routes.
4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during historic treatment work.
5. Contain dust and debris generated by historic treatment work, and prevent it from reaching the public or adjacent surfaces.
6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.

B. Temporary Protection of Historic Materials:

1. Protect existing historic materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by Architect.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by historic treatment work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for historic treatment work.
3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.

1. Prevent solids such as stone or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from historic treatment work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

F. Existing Roofing: Prior to the start of work in an area, install roofing protection.

3.2 PROTECTION FROM FIRE

A. Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated.
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.

- a. If combustible material cannot be removed, provide fire blankets to cover such materials.
3. Prohibit smoking by all persons within Project work and staging areas.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
 1. Obtain Owner's approval for operations involving use of welding or other high-heat equipment. Use of open-flame equipment is not permitted. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
 2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
 3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that area is safe.
 4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
 5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
 6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
 - a. Train each fire watch in proper operation of fire-control equipment and alarms.
 - b. Prohibit fire-watch personnel from other work that would distract from fire-watch duties.
 - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
 - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for type of fire risk in each work area. Ensure that nearby personnel and fire-watch personnel are trained in fire-extinguisher and blanket use.
- D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
 1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

3.3 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in historic treatment program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.4 GENERAL HISTORIC TREATMENT

- A. Have historic treatment work performed only by qualified historic treatment specialists.
- B. Ensure that supervisory personnel are present when historic treatment work begins and during its progress.
- C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs. Comply with requirements in Section 013233 "Photographic Documentation."
- D. Perform regular inspections of Project site as the Work progresses to detect hazards resulting from historic treatment procedures.
- E. Follow the procedures in subparagraphs below and procedures approved in historic treatment program unless otherwise indicated:
 - 1. Retain as much existing material as possible; repair and consolidate rather than replace.
 - 2. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.
 - 3. Use reversible processes wherever possible.
 - 4. Use historically accurate repair and replacement materials and techniques unless otherwise indicated.
 - 5. Record existing work before each procedure (preconstruction) and progress during the work with digital preconstruction documentation photographs. Comply with requirements in Section 013233 "Photographic Documentation."

- F. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
 - 1. Do not proceed with the work in question until directed by Architect.
- G. Where missing features are indicated to be repaired or replaced, provide work with appearance based on accurate duplications rather than on conjecture, subject to approval of Architect.
- H. Where work requires existing features to be removed or dismantled and reinstalled, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.
- I. Identify new and replacement materials and features with permanent marks hidden in the completed Work to distinguish them from original materials. Record a legend of identification marks and the locations of the items on record Drawings.

END OF SECTION 013591

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- C. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
 - 1. Mockups are used for one or more of the following:
 - a. Verify selections made under Sample submittals.
 - b. Demonstrate aesthetic effects.
 - c. Demonstrate the qualities of products and workmanship.
 - d. Demonstrate successful installation of interfaces between components and systems.
 - e. Perform preconstruction testing to determine system performance.
 - 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 - 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- D. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- E. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and

completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect[**or Construction Manager**].

1.3 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Mockup Shop Drawings:
 - 1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
 - 2. Indicate manufacturer and model number of individual components.
 - 3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 REPORTS AND DOCUMENTS

- A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Statement that products at Project site comply with requirements.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 5. Other required items indicated in individual Specification Sections.
- B. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement that equipment complies with requirements.
 - 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 3. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products

from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
 - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups of size indicated.
 - 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
 - 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
 - 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 6. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.

7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- D. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspection equipment at Project site.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for coordination of, Owner's separate contracts, and limits on use of Project site.
 - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb, and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.

3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, in accordance with regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces in accordance with written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with local waste disposal requirements.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. List of incomplete items.
 - 4. Submittal of Project warranties.
 - 5. Final cleaning.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number.
 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 3. Complete final cleaning requirements.
 4. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment.
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first, listed by room or space number.
 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. MS Excel Electronic File: Architect will return annotated file.
 - b. PDF Electronic File: Architect will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
1. Submit by email to Architect.
- D. Warranties in Paper Form:
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
 - e. Vacuum and mop concrete.
 - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean in accordance with manufacturer's instructions if visible soil or stains remain.
 - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - h. Remove labels that are not permanent.
 - i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - k. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
 - l. Clean strainers.
 - m. Leave Project clean and ready for occupancy.

- C. Construction Waste Disposal: Comply with local waste-disposal requirements.

3.2 CORRECTION OF THE WORK

- A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 070150.19 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Full tear-off of wood shake roof system at areas indicated on Drawings.
2. Removal of flashings and counterflashings.

1.2 ALLOWANCES

- ##### A. Allowance for removal of existing deteriorated wood roof deck, and replacement with new wood deck.
1. Include an Allowance of \$2,500.00 for replacement roof deck.

1.3 UNIT PRICES

- ##### A. Work of this Section is affected by roof sheathing removal and replacement unit price. Provide Unit Price per LF (linear foot) of wood board roof decking to match existing.

1.4 PREINSTALLATION MEETINGS

- ##### A. Preliminary Roofing Conference: Before starting removal Work, conduct conference at Project site.

1.5 INFORMATIONAL SUBMITTALS

- ##### A. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.
1. Submit before Work begins.

1.6 QUALITY ASSURANCE

- ##### A. Installer Qualifications: Approved by warrantor of existing roofing system to work on existing roofing.

1.7 FIELD CONDITIONS

- A. Existing Roofing System: Wood Cedar Shake roofing.
- B. Owner may occupy portions of building immediately below reroofing area.
 - 1. Conduct reroofing so Owner's operations are not disrupted.
 - 2. Provide Owner with not less than 72 hours' written notice of activities that may affect Owner's operations.
 - 3. Coordinate work activities daily with Owner so Owner has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed to a minimum.
- F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
 - 1. Remove only as much roofing in one day as can be made watertight in the same day.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 PREPARATION

- A. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.
- B. Shut off rooftop utilities and service piping before beginning the Work.
- C. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.
 - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- D. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- E. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.

1. Prevent debris from entering or blocking roof drains and conductors.
 - a. Use roof-drain plugs specifically designed for this purpose.
 - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
 - a. Do not permit water to enter into or under existing roofing system components that are to remain.

3.2 ROOF TEAR-OFF

- A. Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.
- C. Full Roof Tear-off: Where indicated on Drawings, remove existing roofing and other roofing system components down to the existing roof deck.
 1. Remove base flashings and counter flashings.
 2. Remove perimeter edge flashing and gravel stops.
 3. Remove wood blocking, curbs, and nailers.
 4. Remove fasteners from deck.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect.
 1. Do not proceed with installation until directed by Architect.
- C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect.
 1. Do not proceed with installation until directed by Architect.
- D. Replace unsuitable plywood roof sheathing as directed by Architect.
 1. Roof sheathing replacement will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

3.4 BASE FLASHING REMOVAL

- A. Remove existing base flashings.
 - 1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain.
 - 1. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish as existing.

END OF SECTION 070150.19

SECTION 073129 - WOOD SHINGLES AND SHAKES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood roof shingles.
2. Wood roof shakes.
3. Underlayment and shake interlayment materials.
4. Metal flashing and trim.

1.2 DEFINITIONS

- A. Roofing Terminology: See ASTM D1079 for definitions of terms related to roofing Work in this Section.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Wood roof shingles.
2. Wood roof shakes.
3. Underlayment and shake interlayment materials.
4. Metal flashing and trim.

- B. Shop Drawings: For metal flashing and trim.

- C. Samples: For each exposed product, in sizes indicated.

1. Wood Roof Shakes: Full size.
2. Ridge Units: Full size.

- D. Samples for Initial Selection: For each type of wood product indicated.

1. Include Samples of accessories involving color selection.

- E. Samples for Verification: For the following products, in sizes indicated:

1. Wood Roof Shingles: Full size.

2. Wood Roof Shakes: Full size.
3. Ridge Units: Full size.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Research Reports: For wood products, from an agency acceptable to authorities having jurisdiction, indicating that product is suitable for intended use under applicable building codes.
- C. Sample Warranty: For manufacturer's materials warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For wood products to include in maintenance manuals.
- B. Materials warranties.
- C. Roofing Installer's warranty.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Wood Roof Shakes: 100 sq. ft. of each size and type, in unbroken bundles.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: CSSB member.
- B. Grading Agency Qualifications: An independent testing and inspecting agency recognized by authorities having jurisdiction as qualified to label wood products for compliance with referenced grading rules.
- C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 1. Build mockups for wood products including accessories.
 - a. Size: 48 inches long by 48 inches wide.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather, sunlight, and moisture in accordance with manufacturer's written instructions.
- B. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double-stack rolls.
- C. Protect unused roofing materials from weather, sunlight, and moisture when left overnight or when roofing Work is not in progress.
- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related Work to be performed in accordance with manufacturer's written instructions and warranty requirements.
 - 1. Install self-adhering, polymer-modified bitumen sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

1.11 WARRANTY

- A. Materials Warranty: Manufacturer's warranty administered by CSSB and on CSSB's standard form in which manufacturer agrees to repair or replace CSSB-labeled products that fail in materials within specified warranty period. Material failures include manufacturing defects that result in leaks.
 - 1. Materials Warranty Period: Limited lifetime from date of Substantial Completion.
- B. Roofing Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace installed products that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of product from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide roofing materials identical to those of assemblies tested for fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
 - 1. Wood Products: Class B.
 - a. Fire-Retardant Treatment: Exterior-type pressure treatment complying with AWP A U1 and AWP A T1.
 - b. Accelerated Weathering: Subject test specimens to ASTM D2898 Method A before testing.
 - c. Identification: Attach a label to each bundle of wood products; include identification mark of testing agency acceptable to authorities having jurisdiction and identify manufacturer, chemical treatment, method of application, purpose of treatment, and warranties available.
- B. Decay Resistance: Provide wood products treated in accordance with AWP A U1 and AWP A T1, chromated copper arsenate (CCA) pressure treatment; with a minimum of 0.40-lb/cu. ft. retention.
 - 1. Identification: Attach a label to each bundle of wood products; identify manufacturer, chemical treatment, method of application, purpose of treatment, and warranties available.
- C. Grading Rules: Provide wood products that comply with CSSB grading rules for products indicated.
 - 1. Identification: Attach a label to each bundle of wood products that identifies manufacturer, type of product, grade, dimensions, and identification mark of grading agency acceptable to authorities having jurisdiction.

2.3 WOOD ROOF SHAKES

- A. Split Cedar Shakes: Hand-split and resawn western red cedar shakes; rough split face and sawn back.
 - 1. Grade:
 - a. Roof: No. 1.
 - b. Starter Courses: No. 1.
 - 2. Length: 18 inches, with 15-inch-long starter course.
 - 3. Thickness: 1/2 inch at butt.
- B. Cedar Shake Ridge Units: Manufactured, western red cedar caps for ridges and hips of same type and grade as exposed roof shakes, 9 inches wide; beveled, alternately overlapped, and nailed.

1. Length: 18 inches.
2. Thickness: 1/2 inch at butt.

2.4 UNDERLAYMENT AND SHAKE INTERLAYMENT MATERIALS

- A. Felt: Asphalt-saturated organic felts, nonperforated and complying with the following:
 1. ASTM D226/D226M: Type II.
 2. Use as shake interlayment.
- B. Self-Adhering, Polymer-Modified Bitumen Sheet: ASTM D1970/D1970M, minimum 40-mil-thick sheet; glass-fiber-mat-reinforced, polymer-modified asphalt; with slip-resistant top surface and release backing; cold applied. Provide primer for adjoining concrete, masonry, and metal surfaces to receive underlayment.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Carlisle WIP Products; a brand of Carlisle Construction Materials.
 - b. CertainTeed; SAINT-GOBAIN.
 - c. GAF.
 - d. Owens Corning.
 - e. PolyGlass.
 2. Top Surface: Textured polymer film or polyester.

2.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M, Type II, asbestos free.
- B. Elastomeric Flashing Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant; of class and use classifications required to seal joints and remain watertight; recommended in writing by manufacturer for installation of flashing systems.
- C. Roofing Nails: ASTM F1667, stainless steel, Type 316, box-type wire nails, sharp pointed, and of sufficient length to penetrate a minimum of 3/4 inch into sheathing or to penetrate through roof sheathing less than 3/4 inch thick.
 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- D. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch-minimum diameter.
 1. Provide with minimum 0.0134-inch-thick metal cap, 0.010-inch-thick power-driven metal cap, or 0.035-inch-thick plastic cap; and with minimum 0.083-inch-thick ring

shank or 0.091-inch-thick smooth shank of length to penetrate at least 3/4 inch into roof sheathing or to penetrate through roof sheathing less than 3/4 inch thick.

2.6 METAL FLASHING AND TRIM

- A. Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Sheet Metal: lead-coated copper.
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item unless otherwise specified in this Section or indicated on Drawings.
 - 1. Apron Flashings: Fabricate with lower flange extending a minimum of 6 inches over and 4 inches beyond each side of downslope wood roofing and 6 inches up the vertical surface.
 - 2. Step Flashings: Fabricate with a headlap of 3 inches and a minimum extension of 4 inches both horizontally and vertically.
 - 3. Cricket and Backer Flashings: Fabricate with concealed flange extending a minimum of 18 inches beneath upslope wood roofing and 6 inches beyond each side of chimney and 6 inches above the roof plane.
 - 4. Counterflashings: Fabricate to cover 4 inches of base flashing measured vertically; and in lengths required so that no step exceeds 8 inches and overall length is no more than 10 feet.
 - a. Provide metal reglets for installation.
 - 5. Open-Valley Flashings: Fabricate from metal sheet not less than 24 inches wide in lengths not exceeding 10 feet, with 1-inch- high, inverted-V profile water diverter at center of valley and equal flange widths of not less than 11 inches.
 - 6. Drip Edges: Fabricate in lengths not exceeding 10 feet with minimum 2-inch roof-deck flange and 1-1/2-inch fascia flange with 3/8-inch drip at lower edge.
- C. Vent-Pipe Flashings: ASTM B749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 6 inches from pipe onto roof.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.

2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through wood roofing.
 3. Verify that vent stacks and other penetrations through roofing are installed and securely fastened.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF WOOD ROOF SHAKES

- A. Install wood roof shakes in accordance with manufacturer's written instructions and recommendations in CSSB's "New Roof Construction Manual" and NRCA's "The NRCA Roofing Manual: Steep-Slope Roofing Systems."
- B. Install wood-shake starter course along lowest roof edge.
1. Install in single layer.
 2. Extend 1 inch over fascia.
 3. Extend 1 inch over rake edge.
- C. Install first course of wood roof shakes directly over starter course and in continuous straight-line courses across roof deck. Install second and succeeding courses of wood roof shakes in continuous straight-line courses across roof deck.
1. Extend 1 inch over rake edge.
 2. Interlay 18-inch-wide strip of felt over top portion of first and each succeeding course. Set bottom edge of felt interlayment at a distance of twice the weather-exposure dimension above the shake butt. Stagger fasten to roof deck with felt-underlayment nails.
 3. Offset joints between shakes in succeeding courses a minimum of 1-1/2 inches.
 4. Space shakes a minimum of 3/8 inch and a maximum of 5/8 inch apart.
 5. Fasten each shake with two nails spaced 3/4 to 1 inch from edge of shake and 1-1/2 to 2 inches above butt line of succeeding course. Drive fasteners flush with top surface of shakes without crushing wood.
 6. Maintain weather exposure of 5-1/2 inches for 18-inch- long shakes.
- D. Open Valleys: Cut and fit wood roof shakes at open valleys, trimming upper concealed corners of shakes. Maintain uniform width of exposed open valley from highest to lowest point.
- E. Ridge Units: Install units over wood roof shakes trimmed at apex of ridges and hips.
1. Maintain same exposure dimension of units as roof-shake exposure.
 2. Lap units at ridges to shed water away from direction of prevailing winds.
 3. Alternate overlaps of units and fasten with concealed roofing nails of sufficient length to penetrate sheathing.
 4. At unventilated ridges and hips, install concealed strip of self-adhering, polymer-modified bitumen sheet underlayment over apex shingles and below ridge units.

3.3 INSTALLATION OF UNDERLAYMENT AND SHAKE INTERLAYMENT MATERIALS

- A. Comply with underlayment manufacturer's written installation instructions and with recommendations in CSSB's "New Roof Construction Manual" and NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in the Section or indicated on Drawings.
- B. Felt: Install on roof deck parallel with and starting at eaves and fasten with underlayment nails.
 - 1. Single-Layer Installation:
 - a. Lap sides a minimum of 4 inches over underlying course.
 - b. Lap ends a minimum of 4 inches.
 - c. Stagger end laps between succeeding courses at least 72 inches.
 - 2. Install felt underlayment over eaves protected by self-adhering, polymer-modified bitumen sheet.
 - a. Lap sides of felt over self-adhering sheet not less than 4 inches in direction that sheds water.
 - b. Lap ends of felt not less than 6 inches over self-adhering sheet.
 - 3. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.
 - 4. Terminate felt flush against sidewalls, curbs, chimneys, and other roof projections.
- C. Self-Adhering, Polymer-Modified Bitumen Sheet: Install, wrinkle free, on roof deck.
 - 1. Comply with low-temperature installation restrictions of underlayment manufacturer.
 - 2. Install lapped in direction that sheds water.
 - 3. Lap sides not less than 4 inches. Lap ends not less than 6 inches, staggered 24 inches between succeeding courses.
 - 4. Roll laps with roller.
 - 5. Prime concrete, masonry, and metal surfaces to receive self-adhering sheet.
 - 6. Eaves: Extend from edges of eaves 24 inches beyond interior face of exterior wall.
 - 7. Rakes: Extend from edges of rakes 24 inches beyond interior face of exterior wall.
 - 8. Valleys: Extend from lowest to highest point 18 inches on each side of centerline.
 - 9. Hips: Extend 18 inches on each side.
 - 10. Ridges: Extend 36 inches on each side.
 - 11. Sidewalls: Extend 18 inches beyond sidewalls and return vertically against sidewalls not less than 4 inches.
 - 12. Dormers, Chimneys, Skylights, and Other Roof-Penetrating Elements: Extend 18 inches beyond penetrating elements and return vertically against penetrating elements not less than 4 inches.
 - 13. Roof-Slope Transitions: Extend 18 inches on each roof slope.
 - 14. Cover underlayment within seven days.
- D. Metal-Flushed, Open-Valley Underlayment: Install one layer of 36-inch-wide felt underlayment centered in valley, running full length of valley, and on top of underlayment on field of roof that

is woven through valley. Install all layers of underlayment in and through valley tight with no bridging.

1. Lap ends at least 12 inches in direction that sheds water, and seal with asphalt roofing cement.
2. Fasten to roof deck with underlayment nails located as far from valley center as possible and only to extent necessary to hold underlayment in place until installation of valley flashing.

3.4 INSTALLATION OF METAL FLASHING AND TRIM

- A. Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 1. Install metal flashings in accordance with recommendations for wood roofing in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems."
- B. Apron Flashings: Extend lower flange over and beyond each side of downslope wood roofing and up the vertical surface.
- C. Step Flashings: Install with a headlap of 3 inches and extend over underlying wood roofing and up the vertical face. Install with lower edge of flashing just upslope of, and concealed by, butt of overlying wood roofing. Fasten to roof deck only.
- D. Cricket and Backer Flashings: Install against roof-penetrating elements extending concealed flange beneath upslope wood roofing and beyond each side.
- E. Counterflashings: Coordinate with installation of base flashing and fit tightly to base flashing. Lap joints a minimum of 4 inches secured in a waterproof manner.
 1. Install in reglets or receivers.
- F. Open-Valley Flashings: Install centered in valleys, lapping ends at least 8 inches in direction that sheds water. Fasten upper end of each length to roof deck beneath overlap.
 1. Adhere minimum 9-inch- wide strip of self-adhering, polymer-modified bitumen sheet to metal flanges and to underlying self-adhering, polymer-modified bitumen sheet. Place strips parallel to and over flanges so that they will be just concealed by installed roofing.
- G. Rake Drip Edges: Install over underlayment materials and fasten to roof deck.
- H. Eave Drip Edges: Install below underlayment materials and fasten to roof deck.
- I. Pipe Flashings: Form flashing around pipe penetrations and wood roofing. Fasten and seal to wood roofing.

3.5 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS **<Insert name>** of **<Insert address>**, herein called the "Roofing Installer," has performed roofing and associated work ("the work") on the following project:
1. Owner: Town of Fort Myers Beach.
 2. Owner Address: 2525 Estero Boulevard, Fort Myers Beach, FL 33931.
 3. Building Name/Type: Mound House.
 4. Building Address: 451 Connecticut Street, Fort Myers Beach, FL 33931.
 5. Area of the Work: Mound House Wood Shake Roofing.
 6. Acceptance Date: **<Insert date>**.
 7. Warranty Period: 5 Years.
 8. Expiration Date: **<Insert date>**.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant the work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that, during Warranty Period, Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of the work as are necessary to correct faulty and defective work and as are necessary to maintain the work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to the work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding **<Insert mph>**;
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When the work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to the work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of the work.
 4. During Warranty Period, if Owner allows alteration of the work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this

Warranty shall become null and void on date of the alterations, but only to the extent the alterations affect the work covered by this Warranty. If Owner engages Roofing Installer to perform the alterations, Warranty shall not become null and void unless Roofing Installer, before starting the alterations, notified Owner in writing, showing reasonable cause for claim, that the alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.

5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a use or service more severe than originally specified, this Warranty shall become null and void on date of the change, but only to the extent the change affects the work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect the work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on the work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of the work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.

1. Authorized Signature: **<Insert signature>**.
2. Name: **<Insert name>**.
3. Title: **<Insert title>**.

END OF SECTION 073129

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manufactured reglets with counterflashing.
2. Formed roof-drainage sheet metal fabrications.
3. Formed steep-slope roof sheet metal fabrications.

1.2 PREINSTALLATION MEETINGS

- ##### A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following

1. Underlayment materials.
2. Elastomeric sealant.
3. Butyl sealant.
4. Epoxy seam sealer.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counterflashings.
10. Include details of special conditions.
11. Include details of connections to adjoining work.

- C. Samples: For each exposed product and for each color and texture specified, 12 inches long by actual width.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of coping and roof edge flashing that is ANSI/SPRI/FM 4435/ES-1 tested.
- B. Evaluation Reports: For copings and roof edge flashing, from an agency acceptable to authority having jurisdiction showing compliance with ANSI/SPRI/FM 4435/ES-1.
- C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Special warranty.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 - 1. For copings and roof edge flashings that are ANSI/SPRI/FM 4435/ES-1 tested, shop is to be listed as able to fabricate required details as tested and approved.

1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:
 - 1. Design Pressure: As indicated on Drawings.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Copper Sheet: ASTM B370, cold-rolled copper sheet, H00 or H01 temper.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Hussey Copper Ltd.
 - b. Revere Copper Products, Inc.
 - 2. Copper: ASTM B 370; temper H00, cold rolled except where temper 060 is required for forming; not less than 16 oz./sq. ft., unless otherwise indicated.
 - 3. Finish: All copper to be lead coated, 12-15 lbs/100 sq ft per ASTM B101.

2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
- C. Solder:
 - 1. For Copper: ASTM B32, Grade Sn50, 50 percent tin and 50 percent lead.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- E. Elastomeric Sealant: ASTM C920, elastomeric polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- H. Asphalt Roofing Cement: ASTM D4586/D4586M, asbestos free, of consistency required for application.

- I. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated.
 - 1. Material: Copper, 16 oz./sq. ft..
 - 2. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
 - 3. Accessories:
 - a. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.
 - 4. Finish: Lead-Coated.

2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
 - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
 - 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
 - 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

G. Seams:

1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.

2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters:

1. Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required.
2. Fabricate in minimum 96-inch-long sections.
3. Furnish half-round gutter brackets. Match existing.
4. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.
5. Accessories: Wire-ball downspout strainer.
6. Gutters with Girth up to 15 Inches: Fabricate from the following materials:
 - a. Copper: 16 oz./sq. ft..

B. Downspouts: Fabricate round downspouts to dimensions indicated on Drawings, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.

1. Hanger Style: Match existing.
2. Fabricate from the following materials:
 - a. Copper: 16 oz./sq. ft..

2.7 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft..

B. Valley Flashing: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft..

C. Drip Edges: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft..

D. Eave, Rake Flashing: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft..

PART 3 - EXECUTION

3.1 INSTALLATION OF UNDERLAYMENT

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim.
 - 1. Install in shingle fashion to shed water.
 - 2. Lap joints not less than 2 inches.

3.2 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
 - 1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder.
 - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 - 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
 - 6. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
 - 7. Do not field cut sheet metal flashing and trim by torch.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 - 1. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
 - 1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
 - 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction.

1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 deg F.
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.

1. Pretin edges of sheets with solder to width of 1-1/2 inches; however, reduce pretinning where pretinned surface would show in completed Work.
2. Do not use torches for soldering.
3. Heat surfaces to receive solder, and flow solder into joint.
 - a. Fill joint completely.
 - b. Completely remove flux and spatter from exposed surfaces.
4. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

3.3 INSTALLATION OF ROOF-DRAINAGE SYSTEM

A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

B. Hanging Gutters:

1. Join sections with riveted and soldered joints.
2. Provide for thermal expansion.
3. Attach gutters at eave or fascia to firmly anchor them in position.
4. Provide end closures and seal watertight with sealant.
5. Slope to downspouts.
6. Install gutter with expansion joints at locations indicated on Drawings, but not exceeding, 50 feet apart. Install expansion-joint caps.

C. Downspouts:

1. Join sections with 1-1/2-inch telescoping joints.
2. Provide hangers with fasteners designed to hold downspouts securely to walls.
3. Locate hangers at top and bottom and at approximately 60 inches o.c.
4. Provide elbows at base of downspout to direct water away from building.

3.4 INSTALLATION OF ROOF FLASHINGS

- A. Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard.
 - 1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
 - 2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing:
 - 1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
 - 2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
- C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.
 - 1. Insert counterflashing in reglets or receivers and fit tightly to base flashing.
 - 2. Extend counterflashing 4 inches over base flashing.
 - 3. Lap counterflashing joints minimum of 4 inches.
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.5 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.6 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

3.7 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

- B. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200

**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 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y N DBE? Y N MBE? Y N WBE? Y N SDB 8A? Y N		IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																	
IS THIS SUBMISSION A REVISION?		Y N		IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT																
VETERAN					PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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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

1. **Requested Motion:**

Meeting Date: May 15, 2023

Approve 60 day extension of debris removal services agreement with Crowder Gulf

Why the action is necessary:

Allows ample time to complete the current bid process.

What the action accomplishes:

Provides debris removal services if needed by the Town.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The Town entered into a 3-year agreement with Crowder Gulf on April 24, 2018, with three one-year extensions executed in 2020, 2021 and 2022. The Town is currently re-soliciting these services and finds it necessary to extend the length of renewal #3 by an additional 60 days to avoid a lapse in debris removal services if the need arises, due to receiving many questions about the current bid documents.

Attachments:

1. Crowder Gulf - EXECUTED
2. Crowder Gulf Renewal 1 - EXECUTED
3. Crowder TFMB Renewal 2 EXECUTED
4. Crowder Gulf Renewal 3 EXECUTED

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Extend an additional 60 days

8. **Recommended Approval:**

Amy Baker, Town Clerk
Jason Freeman, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 5/8/2023
Approved - 5/8/2023
Approved - 5/10/2023
Approved - 5/11/2023
Final Approval - 5/11/2023

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this 24th day of April, 2018, by and between the Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and CrowderGulf Joint Venture, Inc. with an address of 5435 Business Parkway, Theodore, Alabama 36582 (hereafter "Provider").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. Term. The term of this Agreement is 2 years commencing on April 24th, 2018 and terminating on April 23rd, 2020, with up to three (3) additional terms of twelve (12) months each on the same terms and conditions.
3. Payment Obligation. The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. Provider's Obligations. The Provider's obligations include, but are not limited to, the following:
 - a) Licensure. The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.

- c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
 - d) Indemnity and Hold Harmless. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement.
 - e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C";
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

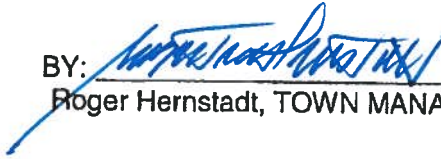
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, MICHELLE@FORTMYERSBEACHFL.GOV , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to “the Town” or “the Town of Fort Myers Beach” are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. Miscellaneous Provisions.
- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
 - b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
 - d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
 - e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

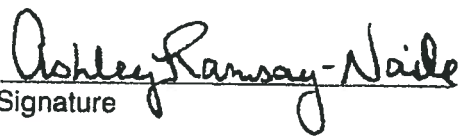
TOWN OF FORT MYERS BEACH

ATTEST:

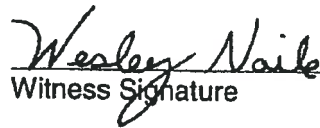
BY: 
Roger Hernstadt, TOWN MANAGER

BY: 
Michelle Mayher, TOWN CLERK

PROVIDER: _____

BY: 
Signature

Ashley Ramsay-Naile
Printed name of person signing


Witness Signature

Wesley Naile
Printed name of witness

Sr. Vice President/COO
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 24th DAY OF April, 2018
BETWEEN THE TOWN AND CrowderGulf Joint Venture, Inc. PROVIDER.

1. **SCOPE OF SERVICES:** The Provider will perform the following services under this Agreement:

(Description of Scope)

(Cost of Service)

CrowderGulf Joint Venture, Inc. shall provide any and all services to facilitate town recovery in the event of a federally declared disaster. Typical services shall include but are not limited to clearing and removing any and all "eligible" debris in accordance with FEMA and FHWA guidelines, primarily from public rights- of-way on Town streets and roads. Only eligible debris will be paid for under this contract. Work will include the following:

- Examine debris to determine whether or not debris is eligible, burnable or non-burnable;
- Load the debris;
- Haul the debris to approved staging area, dumpsite or landfill;
- Process debris including sorting, grinding, mulching or burning;
- Establish and operate temporary debris staging and processing sites;
- Provide project management services;
- Haul and dispose of reduced debris to permitted disposal site;
- Respond and repair damages resulting from Contractor's work;
- Keep accurate records and provide copies to Town if requested;
- Assist Town of Fort Myers Beach in FEMA and FHWA reporting and reimbursement efforts.

All work will be done in accordance with the latest FEMA and FHWA requirements.

Prices per attached fees.

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 24th DAY OF April, 2018
BETWEEN THE TOWN AND CrowderGulf Joint Venture, Inc. PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":
2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

EXHIBIT "C"

INSURANCE

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":
2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:
(none.)

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Town (within Town limits). CY _____ 100,000		\$8.40	\$840,000.00
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of Town limits (<i>if viable space for TDSR is not available within Town limits</i>). CY _____		\$9.40	\$9.40
	Unit Price for Mixed Debris Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee Landfill directly to the Town. CY _____ 2,000		\$9.75	\$19,500.00
	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee County Landfill directly to the Town. CY _____ 2,000		\$9.75	\$19,500.00
	Unit Price for Mixed Debris Collection and Transportation to staging area for transport to Lee County Landfill CY _____ 2,000		\$8.40	\$16,800.00
	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to staging area for transport to Lee County Landfill. CY _____ 2,000		\$8.40	\$16,800.00
	Unit Price for Transport of Mixed Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.20	\$10,400.00
	Unit Price for Transport of Construction and Demolition (C&D) Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.20	\$10,400.00
	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		\$40.00	\$40.00

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Town's or Contractor's site(s).			\$370,000.00
		CY	\$3.70	100,000
	Unit Price for Hauling Mulch from Town's or Contractor's site(s) to a State approved disposal site provided by Contractor. CY		\$4.20	\$105,000.00
	25,000 *NOTE 1			
	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.			
		CY	\$2.75	\$2.75
	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Town's or Contractor's site(s). Burning will not be allowed inside the Town limits.			
		CY	\$2.45	\$2.45
	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or larger in rights-of-way. Price per Tree			
		EA	\$90.00	\$9,000.00
				100
15.	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground. See Stump Conversion Table.			
a.	24" to 48" Diameter	EA	\$275.00	\$13,750.00
b.	48" Diameter and Larger	EA	\$400.00	50
				25
				\$10,000.00
16.	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.			
a.	6" -11.99" diameter	EA	\$60.00	10 \$ 600.00
b.	12" - 23.99" diameter	EA	\$150.00	10 \$1,500.00
c.	24" - 47.99" diameter	EA	\$300.00	5 \$1,500.00
d.	48" diameter and greater	EA	\$350.00	5 \$1,750.00

*NOTE 1: This rate is for 0-30 Miles for mileage over 30 please add \$0.12 / Cubic Yard / Mile.

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
17.	Hazardous Waste Removal, Transport and Disposal	LB	\$4.00	\$800.00 200
18.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	\$5.00	\$1,000.00 200
19.	Dead Animal Collection, Transport and Disposal	LB	\$0.50	\$100.00 200
20.	White Goods Collection, Transport and Disposal	EA	\$50.00	\$500.00 10
a.	Freon management and Disposal	UNIT	\$40.00	5 \$200.00
See Equipment and Labor Rates Schedule (70 hours per FEMA regulations)				
22.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small gas, heated appliances, etc.	SF	\$2.50	\$50,000.00 20,000
a.	Regulated Asbestos-Containing Materials abatement if required.	LB	\$5.00	\$2,500.00 500
23.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)			\$67,500.00
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Town.	CY	\$13.50	5,000
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	CY	\$4.00	\$16,000.00 4,000
		SY	\$1.95	\$4,875.00 2,500
24.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	\$18.00	\$9,000.00 500
25.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	\$22.00	\$5,500.00 250

Item
No.

Description

***Units**

Unit Price

Est. Qty

26. Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.

EA \$2,500.00 \$2,500.00

27. Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.

EA \$240.00 \$240.00

Mixed Debris is primarily vegetation with building debris such as roofing, siding, insulation, drywall, signage and other light construction debris.

Construction and Demolition (C&D) Debris includes but is not limited to building debris such as roofing, siding, insulation, drywall, signage, plywood, lumber fencing and other miscellaneous construction debris.

Biohazardous Waste means any solid or liquid waste which may present a threat of infection to humans. Items such as may be found as a result of damage to a veterinary or medical office. The term includes but is not limited to:

- Non-liquid human tissue and body parts; autopsy waste;
- Laboratory and veterinary waste which contains human disease-causing agents;
- Used disposable sharps and contaminated equipment;
- Human blood, human blood products and body fluids;
- Human Pathogens;
- Animal Cell Cultures;
- Infected or potentially infected animals and/or excised tissue;
- Infected or potentially infected human tissue, secretions or blood.

Hazardous Waste is waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):

1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) includes used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

STUMP CONVERSION TABLE DIAMETER TO VOLUME CAPACITY

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$[\text{Stump Diameter}^2 \times 0.7854] \times \text{Stump Length} + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root ball Height}] 46656$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$132.00
JD 644 Wheel Loader with debris grapple	Hour	\$144.00
Extend boom Forklift with debris grapple	Hour	\$114.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 72.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 60.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 72.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 54.00
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$108.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$132.00
JD 648E Log Skidder or equivalent	Hour	\$120.00
CAT D4 Dozer	Hour	\$ 84.00
CAT D6 Dozer	Hour	\$150.00
CAT D8 Dozer	Hour	\$204.00
CAT 125 – 140 HP Motor Grader	Hour	\$114.00
JD 690 Trackhoe with debris grapple	Hour	\$144.00
JD 690 Trackhoe with bucket & thumb	Hour	\$126.00
Rubber Tired Trackhoe with debris grapple	Hour	\$144.00
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 78.00
Rubber Tired Excavator with debris grapple	Hour	\$144.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$132.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$234.00
Hand Fed Debris Chipper	Hour	\$ 42.00
300 – 400 Tub Grinder	Hour	\$420.00
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$600.00
30 Ton Crane	Hour	\$180.00
50 Tone Crane	Hour	\$204.00
100 Ton Crane (8 hour minimum)	Hour	\$300.00
40-60' Bucket Truck	Hour	\$150.00
Service Truck	Hour	\$ 72.00
Water Truck	Hour	\$ 84.00
Portable Light Plant	Hour	\$ 23.00
Equipment Transports	Hour	\$108.00
Pickup Truck, Unmanned	Hour	\$ 17.00
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$158.00
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 54.00
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 76.00
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$ 86.00
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$108.00
Power Screen	Hour	\$132.00
Stacking Conveyor	Hour	\$ 42.00
Off Road Trucks	Hour	\$180.00

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 72.00
Superintendent with truck, phone & radio	Hour	\$ 65.00
Foreman with truck, phone & radio	Hour	\$ 58.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 60.00
Inspector with vehicle, phone & radio	Hour	\$ 38.00
Climber with gear	Hour	\$120.00
Saw Hand with chainsaw	Hour	\$ 38.00
Laborers & Flagmen	Hour	\$ 33.00
Public Assistance Manager	Hour	\$150.00
Documentation Clerk	Hour	\$ 40.00
Timekeeper	Hour	\$ 42.00
HazMat Professional	Hour	\$216.00
Household HazMat Inspection & Removal Crew	Hour	\$130.00
Generators from 10 KW to 300 KW 10 kW		\$ 30.00
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$46.00

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the **Town/County/Town** which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

February 11, 2020

Mr. Roger Hemstadt
Town Manager
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

via email: Roger@fmbgov.com

Re: Contract Renewal for Disaster Recovery Services

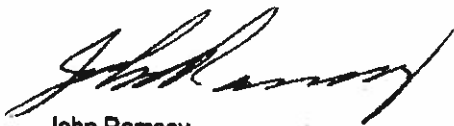
Dear Mr. Hemstadt:

CrowderGulf has been providing the Town of Fort Myers Beach Disaster Recovery Services per the agreement that was executed on April 24, 2018. The term of the agreement is through April 23, 2020 with up to three (3) additional terms of twelve (12) months each on the same terms and conditions.

If the Town of Fort Myers Beach agrees to renew, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of April 23, 2021.

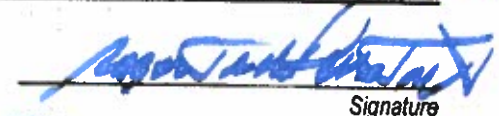
We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the Town of Fort Myers Beach requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay-Naile at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



John Ramsay
President

RENEWAL ACCEPTANCE - Town of Fort Myers Beach, FL



Signature

Roger T. Hemstadt Town Manager

Name/Title

February 20, 2020

Date



Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5435 BUSINESS PARKWAY
THEODORE, ALABAMA 36582
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

**In the event of activation please contact the Disaster
Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.**

Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com

John Ramsay
President – Director
jramsay@crowdergulf.com

Ashley Ramsay-Naile
Chief Operating Officer/Senior VP.
646-872-1548 Cell
aramsay@crowdergulf.com

John Campbell
Regional Director
859-963-8672 Cell
jcampbell@crowdergulf.com

Don Madio
Regional Manager
813-285-8749 Cell
dmadio@crowdergulf.com

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 6/21/2019	
PRODUCER Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A THE GRAY INSURANCE COMPANY COMPANY B COMPANY C COMPANY D		
INSURED CrowderGulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36582-1675					
COVERAGES 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.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ OWNER'S & CONTRACTOR'S PROT	XSGL-074306	9/1/2017	7/1/2020	GENERAL AGGREGATE Unlimited
	PRODUCTS – COMP/OP AGG				\$3,000,000.00
	PERSONAL & ADV INJURY				\$1,000,000.00
	EACH OCCURRENCE				\$1,000,000.00
	FIRE DAMAGE (Any one fire)				\$50,000.00
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	XSAL-075300	9/1/2017	7/1/2020	MED EXP (Any one person) \$5,000.00
	COMBINED SINGLE LIMIT				\$1,000,000.00
	BODILY INJURY (Per person)				
	BODILY INJURY (Per accident)				
	PROPERTY DAMAGE				
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY – EA ACCIDENT
	OTHER THAN AUTO ONLY				
	EACH ACCIDENT				
	AGGREGATE				
A	EXCESS LIABILITY ☐ UMBRELLA FORM ☒ OTHER THAN UMBRELLA FORM	GXS-043486	7/1/2019	7/1/2020	EACH OCCURRENCE \$4,000,000.00
	AGGREGATE				\$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☒ INCL ☐ EXCL	GWC-071021-FL3	7/1/2019	7/1/2020	☒ WC STATUTORY LIMITS ☐ OTHER
	EL EACH ACCIDENT				\$1,000,000.00
	EL DISEASE – POLICY LIMIT				\$1,000,000.00
	EL DISEASE – EA EMPLOYEE				\$1,000,000.00
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. Disaster Recovery Services					
CERTIFICATE HOLDER 2523#94_REVISED Town of Fort Myers Beach 2523 Estero Blvd. Fort Myers Beach, FL 33931			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY		
GCF 00 50 01 01 12					

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard E
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

January 26, 2021

Mr. Roger Hemstadt
Town Manager
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

via email: Roger@fmbgov.com

Re: Contract Renewal for Disaster Recovery Services

Dear Mr. Hemstadt:

CrowderGulf has been providing the Town of Fort Myers Beach Disaster Recovery Services per the agreement that was executed on April 24, 2018. The term of the agreement is through April 23, 2020 with up to three (3) additional terms of twelve (12) months each on the same terms and conditions.

According to the RFP, section 7, D, price adjustments will be made on an annual basis after the first 24 month term based on the consumer price index (CPI). At the renewal of the contract term and on each renewal date thereafter, the unit contract prices shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period. From December 2019 to December 2020, according to the U.S. Bureau of Labor Statistics, the Consumer Price Index rose 1.4 percent. At this time CrowderGulf is requesting a price increase of 1.4 percent.

If the Town of Fort Myers Beach is in agreement to renew the contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue with the updated pricing sheet (attached) until its new expiration date of April 23, 2022.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the Town of Fort Myers Beach requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at our Disaster Administration Office (DAO) 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – Town of Fort Myers Beach, FL ^{CO} **JF**


Signature

ROGER T. HERNSTADT
TOWN MANAGER Name/Title

3/1/2021
Date

CrowderGulf CPI Pricing (1.4%) 2021

**TOWN OF FORT MYERS BEACH PROPOSAL SCHEDULE
PROPOSAL NO. DEBRIS REMOVAL**

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Town (within Town limits). CY _____ 100,000		\$8.52	\$852,000.00
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of Town limits (<i>if viable space for TDSR is not available within Town limits</i>). CY _____		\$9.53	\$9.53
	Unit Price for Mixed Debris Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee Landfill directly to the Town. CY _____ 2,000		\$9.89	\$19,780.00
	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee County Landfill directly to the Town. CY _____ 2,000		\$9.89	\$19,780.00
	Unit Price for Mixed Debris Collection and Transportation to staging area for transport to Lee County Landfill CY _____ 2,000		\$8.52	\$17,040.00
	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to staging area for transport to Lee County Landfill. CY _____ 2,000		\$8.52	\$17,040.00
	Unit Price for Transport of Mixed Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.27	\$10,540.00
	Unit Price for Transport of Construction and Demolition (C&D) Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.27	\$10,540.00
	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		\$40.56	\$40.56

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Town's or Contractor's site(s).	CY	\$3.75	\$375,000.00 100,000
	Unit Price for Hauling Mulch from Town's or Contractor's site(s) to a State approved disposal site provided by Contractor. CY		\$4.26	\$106,500.00
	_____ 25,000 *NOTE 1			
	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.	CY	\$2.79	\$2.79
	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Town's or Contractor's site(s). Burning will not be allowed inside the Town limits.	CY	\$2.48	\$2.48
	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or larger in rights-of-way. Price per Tree	EA	\$91.26	\$9,126.00 100
15.	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground. See Stump Conversion Table.			\$13,942.00
a.	24" to 48" Diameter	EA	\$278.85	50
b.	48" Diameter and Larger	EA	\$405.60	25
				\$10,140.00
16.	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.			
a.	6" - 11.99" diameter	EA	\$60.84	10 \$ 608.40
b.	12" - 23.99" diameter	EA	\$152.10	10 \$1,521.00
c.	24" - 47.99" diameter	EA	\$304.20	5 \$1,521.00
d.	48" diameter and greater	EA	\$354.90	5 \$1,774.50

*NOTE 1: This rate is for 0-30 Miles for mileage over 30 please add \$0.12 / Cubic Yard / Mile.

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
17.	Hazardous Waste Removal, Transport and Disposal	LB	<u>\$4.06</u>	\$812.00 200
18.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	<u>\$5.07</u>	\$1,014.00 200
19.	Dead Animal Collection, Transport and Disposal	LB	<u>\$0.51</u>	\$102.00 200
20.	White Goods Collection, Transport and Disposal	EA	<u>\$50.70</u>	\$500.70 10
a.	Freon management and Disposal	UNIT	<u>\$40.56</u>	5 \$202.80
See Equipment and Labor Rates Schedule (50 hours per FEMA regulations)				
22.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small gasfired equipment, etc.	SF	<u>\$2.54</u>	\$50,800.00 20,000
a.	Regulate asbestos-containing Materials abatement if required.	LB	<u>\$5.07</u>	\$2,535.00 500
23.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)			\$68,450.00
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Town.	CY	<u>\$13.69</u>	5,000
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	CY	<u>\$4.06</u>	\$16,240.00 4,000
		SY	<u>\$1.98</u>	2,500 \$4,950.00
24.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	<u>\$18.25</u>	500 \$9,125.00
25.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	<u>\$22.31</u>	250 \$5,577.50

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
26.	Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.	EA	<u>\$2,535.00</u>	\$2,535.00
27.	Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	EA	<u>\$243.36</u>	\$243.36

Mixed Debris is primarily vegetation with building debris such as roofing, siding, insulation, drywall, signage and other light construction debris.

Construction and Demolition (C&D) Debris includes but is not limited to building debris such as roofing, siding, insulation, drywall, signage, plywood, lumber fencing and other miscellaneous construction debris.

Biohazardous Waste means any solid or liquid waste which may present a threat of infection to humans. Items such as may be found as a result of damage to a veterinary or medical office. The term includes but is not limited to:

- Non-liquid human tissue and body parts; autopsy waste;
- Laboratory and veterinary waste which contains human disease-causing agents;
- Used disposable sharps and contaminated equipment;
- Human blood, human blood products and body fluids;
- Human Pathogens;
- Animal Cell Cultures;
- Infected or potentially infected animals and/or excised tissue;
- Infected or potentially infected human tissue, secretions or blood.

Hazardous Waste is waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):

1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) includes used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

EXHIBIT A

STUMP CONVERSION TABLE DIAMETER TO VOLUME CAPACITY

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$[\text{Stump Diameter}^2 \times 0.7854] \times \text{Stump Length} + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root ball Height}] 46656$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

CrowderGulf CPI Pricing (1.4%) 2021

EXHIBIT B - FEE SCHEDULE

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$133.85
JD 644 Wheel Loader with debris grapple	Hour	\$146.02
Extend boom Forklift with debris grapple	Hour	\$115.60
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 73.01
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 60.84
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 73.01
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 54.76
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$109.51
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$133.85
JD 648E Log Skidder or equivalent	Hour	\$121.68
CAT D4 Dozer	Hour	\$ 85.18
CAT D6 Dozer	Hour	\$152.10
CAT D8 Dozer	Hour	\$206.86
CAT 125 - 140 HP Motor Grader	Hour	\$115.60
JD 690 Trackhoe with debris grapple	Hour	\$146.02
JD 690 Trackhoe with bucket & thumb	Hour	\$127.76
Rubber Tired Trackhoe with debris grapple	Hour	\$146.02
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 79.10
Rubber Tired Excavator with debris grapple	Hour	\$146.02
210 Prentiss Knuckleboom with debris grapple	Hour	\$133.85
Self-Loader Scraper Cat 623 or equivalent	Hour	\$237.28
Hand Fed Debris Chipper	Hour	\$ 42.59
300 - 400 Tub Grinder	Hour	\$425.88
800 - 1,000 HP Diamond Z Tub Grinder	Hour	\$608.40
30 Ton Crane	Hour	\$182.52
50 Tone Crane	Hour	\$206.86
100 Ton Crane (8 hour minimum)	Hour	\$304.20
40-60' Bucket Truck	Hour	\$152.10
Service Truck	Hour	\$ 73.01
Water Truck	Hour	\$ 85.18
Portable Light Plant	Hour	\$ 23.32
Equipment Transports	Hour	\$109.51
Pickup Truck, Unmanned	Hour	\$ 17.24
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$160.21
Single Axle Dump Truck, 5 - 12 Cu.Yd.	Hour	\$ 54.76
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 77.06
Trailer Dump, 24 - 40 Cu.Yd.	Hour	\$ 87.20
Trailer Dump Truck, 61 - 80 Cu.Yd.	Hour	\$109.51
Power Screen	Hour	\$133.85
Stacking Conveyor	Hour	\$ 42.59
Off Road Trucks	Hour	\$182.52

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 73.01
Superintendent with truck, phone & radio	Hour	\$ 65.91
Foreman with truck, phone & radio	Hour	\$ 58.81
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 60.84
Inspector with vehicle, phone & radio	Hour	\$ 38.53
Climber with gear	Hour	\$121.68
Saw Hand with chainsaw	Hour	\$ 38.53
Laborers & Flagmen	Hour	\$ 33.46
Public Assistance Manager	Hour	\$152.10
Documentation Clerk	Hour	\$ 40.56
Timekeeper	Hour	\$ 42.59
HazMat Professional	Hour	\$219.02
Household HazMat Inspection & Removal Crew	Hour	\$131.82
Generators from 10 KW to 300 KW 10 KW		\$ 30.42
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$46.64

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the Town/County/Town which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

PROPOSER INFORMATION:

Proposer Name: CrowderGulf Joint Venture, Inc.
 Address: 5629 Commerce Boulevard East
 Town, State, and Zip Code: Mobil AL 36619
 Printed Name and Title: Ashley Ramsay-Naile, President
 Signed: 
 Payment Terms: Net 30 days
 Phone: 800.992.6207 FAX: 251.459.7433 E-Mail: jramsay@crowdergulf.com

Furnish all equipment, labor, supervision, materials, transportation and services for Debris Removal per the specifications provided.

Six Thousand Eight Hundred Thirty Dollars and Thirty-Five Cents
Written Amount

\$6,830.35
Numeric Amount

TIME OF COMPLETION

Total number of calendar days from and including Commencement Date through Completion. Date required to complete the Work in accordance with the Contract Documents. Number of days TBD. The Time of Completion, however, shall not exceed TBD calendar days.

Firm Name CrowderGulf Joint Venture, Inc.

Address: 5629 Commerce Boulevard East Town

& State Mobile, AL 36619 Telephone: 800.992.6207 Fax: 251.459.7483

Mail: jramsay@crowdergulf.com Terms: Net 30 days

Name, Typed or Printed: Ashley Ramsay-Naile, President Signature:

Title:

Ashley Ramsay-Naile

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard E
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

January 18, 2022

Mr. Roger Hernstadt
Town Manager
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

via email: Roger@fmbgov.com

Re: Contract Renewal for Disaster Recovery Services

Dear Mr. Hernstadt:

CrowderGulf has been providing the Town of Fort Myers Beach Disaster Recovery Services per the agreement that was executed on April 24, 2018. The term of the agreement is through April 23, 2020 with up to three (3) additional terms of twelve (12) months each on the same terms and conditions.

According to the RFP, section 7, D, price adjustments will be made on an annual basis after the first 24 month term based on the consumer price index (CPI). At the renewal of the contract term and on each renewal date thereafter, the unit contract prices shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period. Over the last twelve (12) months, according to the U.S. Bureau of Labor Statistics, the Consumer Price Index rose 7.0 percent. At this time CrowderGulf is requesting a price increase of 7.0 percent.

If the Town of Fort Myers Beach is in agreement to renew the contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue with the updated pricing sheet (attached) until its new expiration date of April 23, 2023.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the Town of Fort Myers Beach requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at our Disaster Administration Office (DAO) 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,


Ashley Ramsay Naile
President

RENEWAL ACCEPTANCE – Town of Fort Myers Beach, FL


Signature

ROGER T. HERNSTADT, TOWN MANAGER
Name/Title

02/14/2022
Date

CrowderGulf CPI Pricing (7.0%) 2022-2023

**TOWN OF FORT MYERS BEACH PROPOSAL SCHEDULE
PROPOSAL NO. DEBRIS REMOVAL**

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Town (within Town limits). CY _____ 100,000		\$9.12	\$912,000.00
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of Town limits (<i>if viable space for TDSR is not available within Town limits</i>). CY _____		\$10.20	\$10.20
	Unit Price for Mixed Debris Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee Landfill directly to the Town. CY _____ 2,000		\$10.58	\$21,160.00
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	Unit Price for Mixed Debris Collection and Transportation to staging area for transport to Lee County Landfill CY _____ 2,000		\$9.12	\$18,240.00
	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to staging area for transport to Lee County Landfill. CY _____ 2,000		\$9.12	\$18,240.00
	Unit Price for Transport of Mixed Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.64	\$11,280.00
	Unit Price for Transport of Construction and Demolition (C&D) Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.64	\$11,280.00
	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		\$43.40	\$43.40

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Town's or Contractor's site(s).	CY	\$4.01	\$401,000.00 100,000
	Unit Price for Hauling Mulch from Town's or Contractor's site(s) to a State approved disposal site provided by Contractor. CY		\$4.56	\$114,000.00
	25,000 *NOTE 1			
	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.	CY	\$2.99	\$2.99
	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Town's or Contractor's site(s). Burning will not be allowed inside the Town limits.	CY	\$2.65	\$2.65
	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or larger in rights-of-way. Price per Tree	EA	\$97.65	\$9,765.00 100
15.	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground. See Stump Conversion Table.			\$14,918.50
a.	24" to 48" Diameter	EA	\$298.37	50
b.	48" Diameter and Larger	EA	\$433.99	25
				\$10,849.75
16.	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.			
a.	6" -11.99" diameter	EA	\$65.10	10 \$ 651.00
b.	12" - 23.99" diameter	EA	\$162.75	10 \$1,627.50
c.	24" - 47.99" diameter	EA	\$325.49	5 \$1,627.45
d.	48" diameter and greater	EA	\$379.74	5 \$1,898.70

*NOTE 1: This rate is for 0-30 Miles for mileage over 30 please add \$0.13 / Cubic Yard / Mile.

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
17.	Hazardous Waste Removal, Transport and Disposal	LB	<u>\$4.34</u>	\$868.00 200
18.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	<u>\$5.42</u>	\$1,084.00 200
19.	Dead Animal Collection, Transport and Disposal	LB	<u>\$0.55</u>	\$110.00 200
20.	White Goods Collection, Transport and Disposal	EA	<u>\$54.25</u>	\$542.50 10
a.	Freon management and Disposal	UNIT	<u>\$43.40</u>	5 \$217.00
See Equipment and Labor Rate Schedule (70 hours per FEMA regulations)				
22.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small regulated asbestos-containing materials abatement if required.	SF	<u>\$2.72</u>	\$54,400.00 20,000
a.	Regulated Asbestos-containing Materials abatement if required.	LB	<u>\$5.42</u>	\$2,710.00 500
23.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)			
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Town.	CY	<u>\$14.65</u>	\$73,250.00 5,000
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	CY	<u>\$4.34</u>	\$17,360.00 4,000
		SY	<u>\$2.12</u>	2,500 \$5,300.00
24.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	<u>\$19.53</u>	500 \$9,765.00
25.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	<u>\$23.87</u>	250 \$5,967.50

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
26.	Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.	EA	<u>\$2,712.45</u>	\$2,712.45
27.	Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	EA	<u>\$260.40</u>	\$260.40

Mixed Debris is primarily vegetation with building debris such as roofing, siding, insulation, drywall, signage and other light construction debris.

Construction and Demolition (C&D) Debris includes but is not limited to building debris such as roofing, siding, insulation, drywall, signage, plywood, lumber fencing and other miscellaneous construction debris.

Biohazardous Waste means any solid or liquid waste which may present a threat of infection to humans. Items such as may be found as a result of damage to a veterinary or medical office. The term includes but is not limited to:

- Non-liquid human tissue and body parts; autopsy waste;
- Laboratory and veterinary waste which contains human disease-causing agents;
- Used disposable sharps and contaminated equipment;
- Human blood, human blood products and body fluids;
- Human Pathogens;
- Animal Cell Cultures;
- Infected or potentially infected animals and/or excised tissue;
- Infected or potentially infected human tissue, secretions or blood.

Hazardous Waste is waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):

1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) includes used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

EXHIBIT A

STUMP CONVERSION TABLE DIAMETER TO VOLUME CAPACITY

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$[\text{Stump Diameter}^2 \times 0.7854] \times \text{Stump Length} + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root ball Height}] 46656$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

CrowderGulf CPI Pricing (7.0%) 2022-2023

EXHIBIT B - FEE SCHEDULE

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$143.22
JD 644 Wheel Loader with debris grapple	Hour	\$156.24
Extend boom Forklift with debris grapple	Hour	\$123.69
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 78.12
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 65.10
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 78.12
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 58.59
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$117.18
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$143.22
JD 648E Log Skidder or equivalent	Hour	\$130.20
CAT D4 Dozer	Hour	\$ 91.14
CAT D6 Dozer	Hour	\$162.75
CAT D8 Dozer	Hour	\$221.34
CAT 125 – 140 HP Motor Grader	Hour	\$123.69
JD 690 Trackhoe with debris grapple	Hour	\$156.24
JD 690 Trackhoe with bucket & thumb	Hour	\$136.70
Rubber Tired Trackhoe with debris grapple	Hour	\$156.24
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 84.64
Rubber Tired Excavator with debris grapple	Hour	\$156.24
210 Prentiss Knuckleboom with debris grapple	Hour	\$143.22
Self-Loader Scraper Cat 623 or equivalent	Hour	\$253.89
Hand Fed Debris Chipper	Hour	\$ 45.57
300 – 400 Tub Grinder	Hour	\$455.69
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$650.99
30 Ton Crane	Hour	\$195.30
50 Tone Crane	Hour	\$221.34
100 Ton Crane (8 hour minimum)	Hour	\$325.49
40-60' Bucket Truck	Hour	\$162.75
Service Truck	Hour	\$ 78.12
Water Truck	Hour	\$ 91.14
Portable Light Plant	Hour	\$ 24.95
Equipment Transports	Hour	\$117.18
Pickup Truck, Unmanned	Hour	\$ 18.45
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$171.42
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 58.59
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 82.45
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$ 93.30
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$117.18
Power Screen	Hour	\$143.22
Stacking Conveyor	Hour	\$ 45.57
Off Road Trucks	Hour	\$195.30

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 78.12
Superintendent with truck, phone & radio	Hour	\$ 70.52
Foreman with truck, phone & radio	Hour	\$ 62.93
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 65.10
Inspector with vehicle, phone & radio	Hour	\$ 41.23
Climber with gear	Hour	\$130.20
Saw Hand with chainsaw	Hour	\$ 41.23
Laborers & Flagmen	Hour	\$ 35.80
Public Assistance Manager	Hour	\$162.75
Documentation Clerk	Hour	\$ 43.40
Timekeeper	Hour	\$ 45.57
HazMat Professional	Hour	\$234.35
Household HazMat Inspection & Removal Crew	Hour	\$141.05
Generators from 10 KW to 300 KW 10 KW		\$ 32.55
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$49.90

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the **Town/County/Town** which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

PROPOSER INFORMATION:

Proposer Name: CrowderGulf Joint Venture, Inc.

Address: 5629 Commerce Boulevard East

Town, State, and Zip Code: Mobile, AL 36619

Printed Name and Title: Ashley Ramsay-Naile, President

Signed: _____

Payment Terms: Net 30 days

Phone: 800.992.6207 FAX: 251.459.7433 E-Mail: jramsay@crowdergulf.com

Furnish all equipment, labor, supervision, materials, transportation and services for Debris Removal per the specifications provided.

Seven Thousand Three Hundred Eight Dollars and Forty-Seven Cents

Written Amount

\$7,308.47

Numeric Amount

TIME OF COMPLETION

Total number of calendar days from and including Commencement Date through Completion. Date required to complete the Work in accordance with the Contract Documents. Number of days TBD. The Time of Completion, however, shall not exceed TBD calendar days.

Firm Name CrowderGulf Joint Venture, Inc.

Address: 5629 Commerce Boulevard East Town

& State Mobile, AL 36619 Telephone: 800.992.6207 Fax: 251.459.7433 E-

Mail: jramsay@crowdergulf.com Terms: Net 30 days

Name, Typed or Printed: Ashley Ramsay-Naile, President Signature:

Title:

1. **Requested Motion:**

Meeting Date: May 15, 2023

Final Reading and public hearing for proposed Ordinance 23-05 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE PLACEMENT OF TEMPORARY HOUSING AND TEMPORARY GOVERNMENTAL USE FACILITIES IN SPECIFIED ZONING DISTRICTS OF THE TOWN, PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, SUNSETTING OF THIS ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Town Council directed staff to prepare an amendment to allow a temporary use for housing and governmental uses post-disaster.

What the action accomplishes:

Provide temporary housing options for property owners that wish to live on their property while they rebuild, as well as temporary governmental uses.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

5. **Background:**

The Town Council directed staff to prepare an Ordinance to permit recreational vehicles, travel trailers, and mobile homes as temporary housing post disaster, as well as temporary governmental uses post Hurricane Ian.

Attachments:

1. 23-05, Ordinance 23-05 re Temporary Placement of Governmental Uses and Mobile Homes in the Town(142395789.6)-C
2. Affidavit of Publication Ordinance 23-05

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Amy Baker, Town Clerk
Steve Poposki, Community Development Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 5/1/2023
Approved - 5/1/2023
Approved - 5/4/2023
Approved - 5/4/2023
Final Approval - 5/9/2023

ORDINANCE 23-05

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE PLACEMENT OF TEMPORARY HOUSING AND TEMPORARY GOVERNMENTAL USE FACILITIES IN SPECIFIED ZONING DISTRICTS OF THE TOWN, PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, SUNSETTING OF THIS ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town recognizes that redevelopment of the Town, following hurricane Ian requires evaluation and updates to the Town's Codes and Ordinances; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on January 18, 2023, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 7-0, to recommend approval of this Ordinance; and

WHEREAS, on March 6, 2023, the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the recommendation of staff, and the testimony of all interested persons; and

WHEREAS, the Town Council set a second reading of the proposed Ordinance and a public hearing on this matter to be legally advertised and held before the Town Council on March 20, 2023; at which time the Town Council gave full and complete consideration to the recommendation of staff, and the testimony of all interested persons; and

WHEREAS, the Town finds that it is in the best interests of the health, safety, and welfare of the Town's business owners, residents, and visitors to allow for the placement of temporary housing and temporary governmental use facilities in specified zoning districts of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:¹

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

^{1/} Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as strikethrough.

Council.

Section 2. The Town Council determines that adoption of the following interim regulations is in the best interests of the health, safety, and welfare of the Town's business owners, residents, and visitors, which regulations shall read as follows:

**Temporary Placement of Emergency Uses, Manufactured
Homes, Mobile Homes, Motor Homes, Recreational Vehicles
Other Temporary Residential Dwelling or Temporary
Moveable Commercial Units**

- (1) An emergency governmental use, manufactured home, mobile home, motor home, recreational vehicle, or other temporary unit, may be permitted on a limited basis by the issuance of a temporary placement permit (TPP) by the Town.
- (2) Unless otherwise provided in this Ordinance, an emergency governmental use, manufactured home, mobile home, motor home, recreational vehicle, or other temporary unit shall be removed from the site within thirty (30) days after issuance of a certificate of occupancy or certificate of use associated with the approved permit, or at the time of the expiration of the TPP, whichever is earlier.
 - A. A TPP may be granted as indicated below:
 - (i) Within any Commercial or Institutional Zoning District, a TPP may be issued for the purpose of providing an emergency governmental use to provide an essential governmental service adversely impacted due to adverse weather or other acts of God.
 - (ii) Within any Commercial, Institutional or Residential Zoning District, a TPP may be issued for the purposes of placing a manufactured home, mobile home, motor home, recreational vehicle, or other temporary unit for displaced owner-occupants or tenants if their existing living unit(s) has/have become uninhabitable due to adverse weather damage or other acts of God. Habitability of the existing residential unit(s) shall be determined by an inspection by the

City building official, Florida certified building inspector, architect, or engineer, and subject to the following requirements and restrictions:

- (a) No more than one (1) manufactured home, mobile home, motor home, recreational vehicle, or other temporary unit shall be allowed per living unit, for single family and two-family homes. Additional units may only be allowed with approval of a waiver by the Town Council.
 - (b) The TPP shall only be allowed while the damaged living unit is uninhabitable and in the process of repair or a replacement living unit is in the process of being constructed.
 - (c) Placement of a manufactured home, mobile home, motor home, recreational vehicle, or other temporary unit on a site must meet all State requirements for tie-downs. Mobile homes shall be installed by a licensed mobile home contractor and in accordance with requirements of Florida Statutes and the Florida Building Code.
 - (d) Only verified residents of Fort Myers Beach may be granted a TPP.
- (iii) The TPP shall be issued in increments of six (6) months by review of the Town and shall not be issued for a period exceeding eighteen (18) months from the date of this ordinance adoption. The Town may, however, grant extensions to a TPP permit exceeding eighteen (18) months if a TPP permit holder demonstrates that a significant hardship exists. The Town Manager or designee shall decide if a hardship exists based upon evidence provided by the permit holder that they have exercised all due diligence in obtaining permits either for repair or replacement of the affected structure. The Town Manager may consider whether the

applicant has had difficulties in completing insurance claims, obtaining an architect or engineer, obtaining construction materials, or obtaining a contractor, and if relevant, whether they have had difficulty in obtaining grants or loans to assist in repair or replacement of the affected structure.

- (iv) The holder of the TPP shall apply for a building permit for the damaged or destroyed dwelling unit no later than six (6) months after the date of this ordinance adoption. The Town Manager or designee may, however, grant extensions to this deadline requirement based upon evidence provided by the property owner that they have exercised all due diligence in obtaining permits either for repair or replacement of the affected structure. The Town Manager may consider whether the applicant has had difficulties in completing insurance claims, obtaining an architect or engineer, obtaining construction materials, or obtaining a contractor, and if relevant, whether they have had difficulty in obtaining grants or loans to assist in repair or replacement of the affected structure.
- (v) Noncompliance may result in revocation of the TPP.
- (vi) The occupants of the manufactured home, mobile home, motor home, recreational vehicle, or other temporary residential unit must comply with all mandatory hurricane evacuation requirements. Failure to do so may result in the revocation of the TPP.

3. Submission Requirements:

- A. A completed TPP application; and
- B. Map or other documentation indicating the proposed location of the manufactured home, mobile home, motor home, recreational vehicle, or other temporary residential unit; and

- C. State Department of Health, State Department of Environmental Protection, and Town permit(s) authorizing the connection of the manufactured home, mobile home, motor home, recreational vehicle, or other temporary residential unit to an on-site or existing community wastewater treatment system.

4. An appeal of any decision made under this Ordinance may be made pursuant to the provisions found in Section 34-86 of the Town's Land Development Code.

Section 3. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted Town Code provision, ordinance, or statute, this Ordinance shall apply.

Section 4. Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the Town Manager without further process.

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

Section 6. Absent extension of this Ordinance in accordance with State law and the Town Code this Ordinance shall terminate effective eighteen months (18) from its effective date and shall be of no further force or effect after such date.

Section 7. This Ordinance shall become effective upon adoption by the Town Council.

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

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

ADOPTED this ____ day of _____, 2023, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

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

The News-Press media group

news-press.com A GANNETT COMPANY

TOWN OF FT MYERS BEACH LEGALS
2523 ESTERO BLVD
FORT MYERS BEACH, FL 33931
ATTN

STATE OF WISCONSIN COUNTY OF BROWN:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

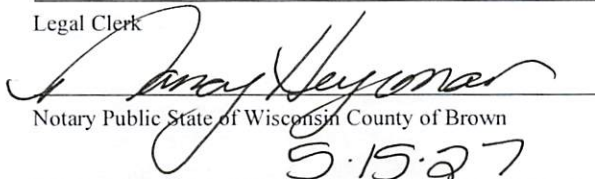
In the Twentieth Judicial Circuit Court was published in said newspaper in the issues of:

4/14/2023

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 14th of April, 2023

Legal Clerk


Notary Public State of Wisconsin County of Brown
5.15.27

My commission expires

Publication Cost: \$524.00
Ad No: GC11046471
Customer No: 863611
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

Town of Fort Myers Beach

APR 21 2023

Received by: _____

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Town Council of the Town of Fort Myers Beach will hold two public hearings at two separate meetings beginning at **9:00 AM on Monday, May 1, 2023 AND Monday, May 15, 2023** regarding the ordinance listed below. These meetings and public hearings will take place at **Diamondhead Beach Resort, 2000 Estero Boulevard, Fort Myers Beach, FL 33931.**

ORDINANCE 23-05

**AN ORDINANCE OF THE TOWN
OF FORT MYERS BEACH,
FLORIDA, AUTHORIZING THE
PLACEMENT OF TEMPORARY
HOUSING AND TEMPORARY
GOVERNMENTAL USE
FACILITIES IN SPECIFIED ZONING
DISTRICTS OF THE TOWN,
PROVIDING FOR CONFLICT OF
LAW, SCRIVENER'S ERRORS,
SEVERABILITY, SUNSETTING
OF THIS ORDINANCE, AND
PROVIDING FOR AN EFFECTIVE
DATE.**

If any person should choose to appeal a decision made at this public hearing, such person would need a record of the proceedings, and for that purpose may need to ensure that a verbatim record of the proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based.

Copies of the full ordinance text are available at Fort Myers Beach temporary Town Hall. Call 239-765-0202 for more information. Town Hall is open between the hours of 8:30 AM and 4:30 PM. Reasonable accommodations will be made in accordance with the Americans with Disabilities Act. If you are in need of reasonable accommodation, contact Town Hall at 239-765-0202. Amy Baker, Town Clerk

NP-GC11046471-01

Shorebirds

Continued from Page 1A

cides with some of the busiest beach months of the year, which means human traffic can be high when the adults are trying to feed and rest.

There are five species of shorebirds that are prominent in Lee County, while four of the species can be found in Collier.

Lee County is home to black skimmers, least terns, Wilson's plover, snowy plover and the American oystercatcher, which does not regularly occur in Collier.

"We're just at the beginning of breeding season, so a lot of people will see the signs and string go up," said Rochelle Streker, Southwest Florida shorebird manager for Audubon Florida. "We have seen plover nests, and those guys are already on eggs. They get started nice and early."

Here's a closer look at Southwest Florida shorebirds and how their lives will unfold over the next several months.

These birds are tough

These shorebirds may be small; but once for once, they're some of the toughest species in the avian world.

"They're going to come for your head, and it's going to be very noisy," Streker said. "Your best bet is just to back away. They will also projectile poo at you, and it stains clothing and is gross and unpleasant."

Streker monitors shorebirds for Audubon in Lee and Collier and said the birds are naturally territorial as their nests and young are very exposed.

"This is an extremely vulnerable moment, and the eggs are hidden in the sand," Streker said.

"We're unnatural because we're not predators (but we're relatively large). We're not trying to eat them, but we just may step on them."

Streker said the safest place to walk when near shorebird territory is to walk along the low-tide line. No eggs or nests will be below the high tide line as they would get regularly flooded.

"All of our state protected will let you know if you've gotten too close," Streker said. "The divebombing is the least tern and the black skimmers."

Does that bird have a broken wing?

Some shorebirds are known for acting as though they are injured in hopes of luring away potential predators.

They dance around and drag one wing on the ground, as though they are hurt and can't fly.

"They feign an injury," Streker said. "If the bird had actually broke its wing it wouldn't make that much noise. It's trying to look vulnerable so you as a predator try to eat it instead of the chicks that aren't able to fly away."

Where are these birds?

Shorebirds like undeveloped patch of expansive beach like the area that's found at the south end of Fort Myers Beach.

They're also found at Cayo Costa State Park, on Sanibel Island, at Lovers Key State Park, on the north tip of Bonita Beach and on some Naples beaches as well as Marco Island.

"We're still expecting birds and we've had them at Cayo Cost and Lovers Key and Delnor-Wiggins (State Park)," Streker said. "We have a lot of plovers on Sanibel."

How can the public help?

The Florida Fish and Wildlife Conservation Commission is responsible for protecting listed species and recommends the following when in shorebird nesting territory:

Do the flock walk

Keep at least 300 feet from nesting birds and walk around flocks of birds and stay out of posted areas. Getting too close to nesting shorebirds, seabirds and wading birds can cause them to flush from their breeding sites, leaving vulnerable eggs and chicks exposed to the elements and predators. Egg temperatures can increase to lethal levels after just a few minutes of direct sun exposure. Shorebirds and seabirds nest in shallow scrapes in the sand and their eggs and chicks are well-camouflaged, making them vulnerable to being stepped on unless people look out for them and walk around flocks of birds.

Look for Critical Wildlife Area closures

Be on the lookout for signs designating Critical Wildlife Areas, or CWAs, on the beach or coastal islands — these areas are closed to public access to protect high concentrations of wading birds and shorebirds while they nest and raise their chicks. Boaters and beachgoers can help nesting birds by keeping distance and noise volumes low near CWAs.

Keep Fido at home

Even well-behaved dogs can frighten shorebirds, causing them to abandon their eggs and chicks. If you bring your dog with you to the shore, go to a beach where they're allowed and follow all leash laws.

Properly stash all trash

Trash and food scraps attract predators, such as raccoons and crows, that prey on shorebird eggs and chicks. Litter on beaches and in the water can entangle birds, turtles and other wildlife. Beachgoers can help beach-nesting birds and other native wildlife by properly disposing of all trash, filling in human-made holes in the sand, and removing all personal gear from the beach before sunset. Fishing line can be deadly to water birds, sea turtles and other wildlife, so be sure to dispose of it properly.

Connect with this reporter: Chad Gillis on Facebook.

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Town Council of the Town of Fort Myers Beach will hold two public hearings at two separate meetings beginning at 9:00 AM on Monday, May 1, 2023 AND Monday, May 15, 2023 regarding the ordinance listed below. These meetings and public hearings will take place at **Diamondhead Beach Resort, 2000 Estero Boulevard, Fort Myers Beach, FL 33931.**

ORDINANCE 23-05

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE PLACEMENT OF TEMPORARY HOUSING AND TEMPORARY GOVERNMENTAL USE FACILITIES IN SPECIFIED ZONING DISTRICTS OF THE TOWN, PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, SUNSETTING OF THIS ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE.

If any person should choose to appeal a decision made at this public hearing, such person would need a record of the proceedings, and for that purpose may need to ensure that a verbatim record of the proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based.

Copies of the full ordinance text are available at Fort Myers Beach temporary Town Hall. Call 239-765-0202 for more information. Town Hall is open between the hours of 8:30 AM and 4:30 PM. Reasonable accommodations will be made in accordance with the Americans with Disabilities Act. If you are in need of reasonable accommodation, contact Town Hall at 239-765-0202. Amy Baker, Town Clerk



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Connect Hearing
YOUR HEARING PROFESSIONALS

1722 Del Prado Blvd S 2, Cape Coral
12361 Cleveland Ave Ste 405, Ft. Myers

1. **Requested Motion:**

Meeting Date: May 15, 2023

1st Reading and Public Hearing on proposed Ordinance 23-07 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 34, ARTICLE II., DIVISION 6, ADDING SECTIONS 34-269 PARALLELOGRAM LOT SETBACKS, AND ASSOCIATED DEFINITIONS IN CHAPTER 34, ARTICLE I., SECTION 34-2 DEFINITIONS; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on June 5, 2023 at 9:00 AM

Why the action is necessary:

An ordinance amendment must be heard at two public hearings in order to be approved.

What the action accomplishes:

The ordinance may be recommended for a second hearing as it is currently written or with changes recommended by the Council.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

ordinance

4. **Submitter of Information:**

5. **Background:**

Several subdivisions within the community are platted with parallelogram lots. These oddly shaped lots make redevelopment more difficult because the homes have to be custom designed to fit the setbacks. The LPA recommended this ordinance amendment to allow encroachment into the setback of parallelogram lots to allow for rectangular homes.

Attachments:

1. Ordinance 23-08
2. Parallelogram lots Memo TC
3. Exhibit A
4. Exhibit B Homebound Parallelogram Lot Proposal

Financial Impact:

unknown

6. **Alternative Action**

Recommend changes and schedule ordinance for a second hearing.

7. **Management Recommendations:**

Set a second hearing date for the parallelogram lot setback ordinance.

8. **Recommended Approval:**

Sarah Propst, Planning & Zoning
Steve Poposki, Community Development Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 4/27/2023
Approved - 4/27/2023
Approved - 4/28/2023
Approved - 5/3/2023
Final Approval - 5/9/2023

ORDINANCE NO. 23-08

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 34, ARTICLE II., DIVISION 6, ADDING SECTIONS 34-269 PARALLELOGRAM LOT SETBACKS, AND ASSOCIATED DEFINITIONS IN CHAPTER 34, ARTICLE I., SECTION 34-2 DEFINITIONS; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town recognizes that redevelopment of the Town, following hurricane Ian requires evaluation and updates to the Land Development Code; and

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

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on April 11, 2023, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 7-0, to recommend approval of the requested amendment to Chapter 34., Section 34-269 and Section 34-2; and

WHEREAS, on May 15, 2023, the Town Council held a first reading of this proposed Ordinance; and

WHEREAS, on June 5, 2023, the Town Council held a second reading of this proposed Ordinance.

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

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

Section 2. Chapter 34, Article III., Division 3, Section 34-269 Parallelogram Lot Setbacks, and Section 34-2 Definitions is hereby amended to read as found in attached Exhibit A

– Parallelogram Lot Setbacks and Amended Definitions:

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

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

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

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

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

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

ADOPTED this 5th day of June, 2023, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

Exhibits

Exhibit A – Parallelogram Lot Setbacks and Amended Definitions

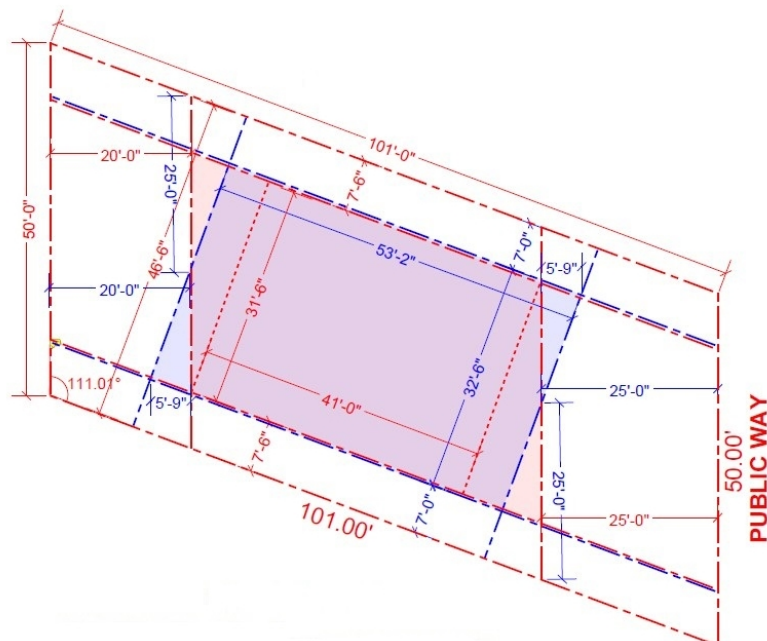


**Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT**

To: Town Council
From: Sarah Propst, Community Development
Date: May 15, 2023
Re: Parallelogram Lot Setbacks

BACKGROUND

The LPA asked that staff provide some options for quick fixes to codes, to resolve unnecessary conflicts. One item that was raised as an issue, at a previous LPA hearing, is reconstruction of homes on parallelogram lots. These lots were platted with side lot lines at an angle from the right of way. These oddly shaped lots result in a non-rectangular buildable area. In order to rebuild on these lots and utilize the maximum buildable area, a custom home would have to be designed to meet the angle of the by-right setbacks on these lots. Almost 150 lots on the island are parallelograms. A layout of the lot shape and buildable area is below for illustration of the issue:



FORT MYERS BEACH ESTERO ISLAND

P. 239-765-0202 | **F.** 239-765-0909 | 2525 Estero Boulevard, Fort Myers Beach, FL 33931



Proposed Solution

The proposed solution would require that new homes on these parallelogram lots meet the side setback requirement but would provide flexibility on the front and rear setback requirements. This would allow rectangular shaped homes to sit at an angle from the right of way, one side of the home could be built up to eight feet into the front and rear setback. This is similar to what you see in the blue shaded box above. The 25-foot front setback and 20-foot rear setback would still be required but would be measured from the middle of the front and rear property lines, to the middle of the parallel setback line.

This code change would allow the construction of more standard, rectangular homes, rather than homes custom designed to meet the setbacks created by the parallelogram lots. The code change would result in a sawtooth pattern at the street front, this pattern is visible in many of the parallelogram lot neighborhoods. It appears that the original houses on these parcels were allowed similar flexibility.



Attached Exhibit A includes two definitions and a new section describing allowable setbacks for parallelogram lots. The new proposed definition for Lot Width Measurement replaces two previous ways to measure lot widths. The previous definitions were based on when the lot was created, which required the user to research subdivision plats. The new definition is based on the average lot width within the area where the building will be located on the lot.

Setbacks

The original presentation from Homebound, included a request to decrease side setbacks also. Due to the angle of the lots, the width of the buildable area is less than the lot width along the front and rear property line would indicate. On a square lot you subtract the side setbacks from the width of the lot (as indicated by the measurement of the front and rear lot line lengths). However, on the parallelogram lots, the front and rear property lines do not connect the parallel lines at the closest point. For example, on a 50-foot-wide parallelogram lot, the effective lot width is approximately 46.5 feet.



The code amendment to allow flexibility with front and rear setback for these lots provides an opportunity for the parallelogram lots to avoid expensive custom design costs required by the unique angles of the buildable area. However, providing a decrease in the required setback for parallelogram lots would give the owners of those lots special treatment, not afforded to other property owners having the same width lots but a different shape.

During the April 11th LPA hearing, the LPA recommended that staff consider language that would decrease the side yard setback to five feet for all properties with an effective width of less than 50 feet. LPA also asked staff to look at the definition of lot width, to ensure that lots are measured fairly, based on the effective width.

Staff reached out to the Fire Department and Building Department for feedback on the proposed setback decrease. Both the Fire Department and the Building Department voiced concern regarding the setback decrease to five feet. The Fire Department recommended that fire flow tests may be necessary to ensure that adequate water pressure at the hydrants exists when houses are allowed to be constructed at that separation distance. The Building Department indicated that the allowed overhangs would not meet building code requirements and additional fire safety features would be required. Projections can be no closer than 40" to the side property line.

There are a few options that would potentially work to provide more buildable width to lots less than 50 feet wide and meet the building codes. However, because this will be an ordinance amendment, staff will be taking this issue back to the LPA for additional discussion and input prior to proposing a code amendment.

Requested Input

Staff asks that the Council provide feedback regarding whether the proposed language, in Exhibit A, is acceptable.

Exhibits

Exhibit A – Parallelogram Lot Setbacks and Amended Definitions

Exhibit B – Homebound Proposal

Exhibit A – Parallelogram Lot Setbacks and Amended Definitions

Definitions Sec. 34-2:

Lot, Parallelogram is a four-sided parcel which has substantially parallel front and rear lot lines and substantially parallel side lot lines, which are not at a right angle (not 90°) to the front and rear lot lines.

Lot Measurement, Width is the shortest distance between the side lot lines at the front setback line. When side lot lines are not parallel, the lot width will be considered the average distance between the width measured at the front setback line and the rear setback line.

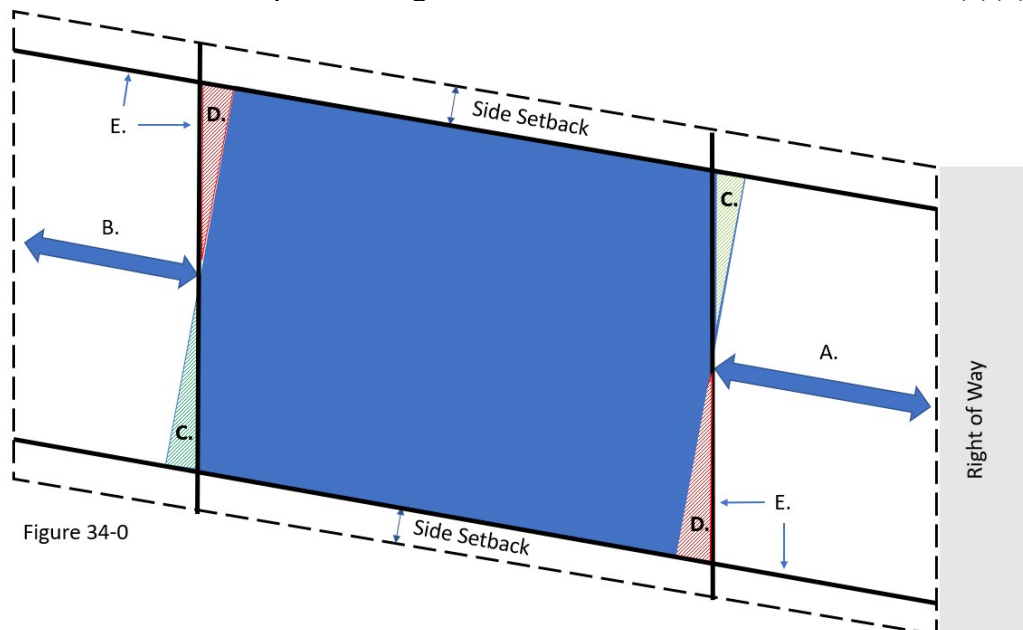
Lot measurement, width.

(1) For lots lawfully created prior to January 28, 1983, width of a lot shall be considered to be the average distance between straight lines connecting front and rear lot lines at each side of the lot, measured as straight lines between the foremost points of the side lot lines in front (where they intersect with the street line) and the rearmost points of the side lot lines in the rear.

(2) For lots lawfully created after January 28, 1983, width of a lot shall be considered to be the distance between the side lot lines (or a front and side lot line for corner lots) as measured along the minimum required street setback line. See [§ 34-637\(c\)](#) of this chapter for exceptions.

Sec. 34-269 – Parallelogram Lot Setbacks

- (a) For parallelogram lots, created prior to January 2023, front and rear setbacks shall be measured as depicted in figure 34-0 and described in Section 34-269(a)(1).



- A. Front setback distance from midpoint of front lot line to midpoint of structure
B. Rear setback distance from midpoint of rear lot line to midpoint of structure
C. Encroachment area
D. Compensation area
E. Standard building setback lines

- (1) The front setback shall be measured from the midpoint of the front lot line to the midpoint of the parallel front setback line. The rear setback shall be measured from the midpoint of the rear lot line to the midpoint of the parallel rear setback line. Principal structures may encroach into the front or rear setback on either side of the midpoint by no more than 8 feet but must offset that encroachment on the other side of the midpoint by a compensating area equivalent to the encroachment.



**HB PROPOSAL FOR SETBACK
AMENDMENTS ON FORT MYERS BEACH
PARALLELOGRAM LOTS**

Date: 02/07/2023
Updated: 03/13/2023

EXISTING PROBLEM

Parallelogram shaped lots are relatively common across Fort Myers Beach and are adversely affected by the existing zoning code. Relative to a rectangular lot with identical dimensions, the skewed shape reduces lot width as the angle of the parallelogram increases beyond 90. The current code stops the reduction of side setbacks by lot width at 50' ($50' \times 15\% = 7.5'$) with the 7.5' minimum side setback. With some lots having an effective width of 46.5' or less, their effective buildable area is brought down to 31.5' or less. Similarly, buildable depth is significantly reduced on these lots with current front and rear setbacks; as houses are typically constructed with rectangular footprints, there becomes an unusable triangle of space at both the front and the rear. Not only does this severely constrain what can be rebuilt on these, but it is also inconsistent with the streetscape of these lots prior to Hurricane Ian. Figure 1 below shows the “sawtooth” front building line of houses along Fairweather Lane.



Figure 1

SITES AFFECTED BY PARALLELOGRAM SHAPED LOTS

There are several streets across the island of Fort Myers Beach containing lots fitting into the parallelogram classification. The degree of hardship varies based on how far the obtuse angle is beyond 90 degrees. The lots below range from approximately 102-112 degrees with 112 degree angle lots having the most restricted buildable area. The higher degree angle lots not only constrain the effective lot width more, but also create less usable depth due to the extended “leftover” triangles within the buildable footprint beyond a typical rectangle. The proposed solution below accounts for the variability in angle by providing less relief to a lower degree angle lot and more relief for a higher degree angle lot. The affected streets we have documented are listed below but not necessarily limited to these locations:

- Miramar Street (32)
- Fairweather Lane (37)
- Voorhis Street (7)
- Eucalyptus Court (19)
- Madison Court (8)
- Estero Boulevard (between Voorhis St and Madison Ct)(4)
- Hercules Drive (18)
- Coconut Drive (23)

In total, we are estimating that 148 lots on these streets are affected by this lot shape.

PROPOSED SOLUTION

Figures 2-6 below show some of the more typical lot types we are seeing on these streets with existing setbacks (red), compared to a rectangular lot of the same dimensions (green), and overlaying our proposed changes (blue) to see how the buildable footprint is affected. These figures also provide insight into the variability of the relief based on the different degree angle lots typical of each street. A few notes while reviewing the visual aids:

- The equivalent rectangular lot (green) is intended to set a control or base standard for buildable footprint as zoning codes are typically designed to standard rectangular lots. The buildable footprint should be compared to both the existing (red) and proposed changes (blue) to understand how the hardships are alleviated and not giving too much leeway for these lots.
- When comparing the existing (red) and proposed (blue) overlaid diagrams, note that the buildable footprint area remains virtually unchanged and is simply reallocating the area to be more rectangular and constructable.

FRONT AND REAR SETBACKS

Due to the skewed shape of the lot (and in turn, buildable footprint), it is very difficult for a house to make use of the leftover triangles at both front and back beyond a standard rectangle. Our proposal is to maintain a 25' setback from the front property line and 20' setback from the rear property line but rotate the setback line at its midpoint so it is perpendicular to the side property lines. The resulting buildable footprint is rectangular in shape, maintains the same buildable area on the lot, and mimics the existing "sawtooth" pattern of the streetscape where these parallelogram lots exist (see Figure 1).

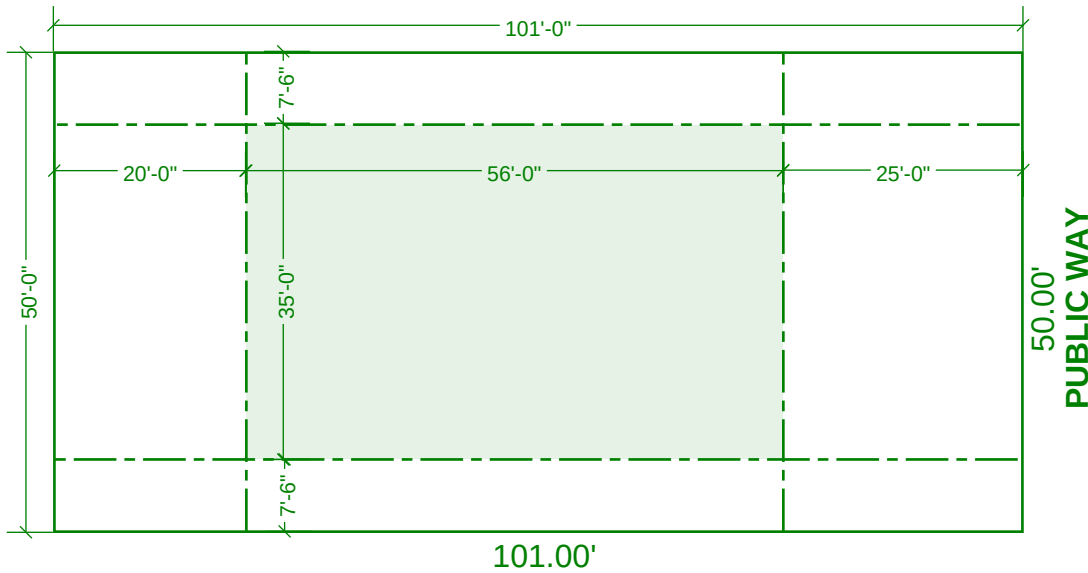
SIDE SETBACKS

Option A – The typical rules on side setbacks assumes minimum lot widths of 50' at which 15% of 50' = 7.5' setbacks and allows for a 35' buildable width. However, the parallelogram lots have 50' frontage and varying functional widths depending on the angle of the lot at which the 7.5' minimum becomes a hardship and limits the possible building width. The side setback based on lot width should be adjusted in a way that does not adversely affect the smallest or most constrained lots. Reducing the minimum side setback for parallelogram lots from 7.5' to 6' allows for functional lot widths of as little as 40' at which they would still have a buildable width of 28' (as opposed to 25' with the 7.5' minimum).

Option B - After reviewing the initial proposal with Patrick Vanasse, he requested historical perspective with regards to the side yard setbacks for potential precedent of side setbacks of less than 7.5'. In our research, we discovered Ordinance 21-04 from 6/10/2021 amending Fort Myers Beach Land Development Code for both Administrative Setback Variances and General Requirements on Nonconforming Lots. There were previously modifications to setbacks for nonconforming lots under Section 34-3273 with a minimum footprint of 40' wide by 75' depth allowing a reduction of side setbacks to 10% of lot width or 5' minimum (whichever is greater). Ordinance 21-04 removed this relief in lieu of Section 34-268 for where Administrative Setback Variances were defined for lots with "an unusual shape or orientation"; this route likely made sense at the time to review on a case-by-case basis as fewer permits were going through the city and nonconforming lots were typically rarer.

As the majority of Fort Myers Beach residents are rebuilding post Hurricane Ian, it makes sense to revert back to incorporating modifications to setbacks for smaller nonconforming lots into the Land Development Code to aid in homeowners to start rebuilding quicker. With the reduction to 10% of lot width or 5' minimum side setbacks in mind for lots below 50' wide, I would also argue that lot width measurement should be redefined as the "effective lot width" based on dimension between side property lines along a line perpendicular to the side property line as all of these parallelogram lots have smaller effective widths than the current definition by the street frontage or along the street setback line (see appendix for existing lot width measurement definitions).

FIGURE 2
209 MIRAMAR STREET



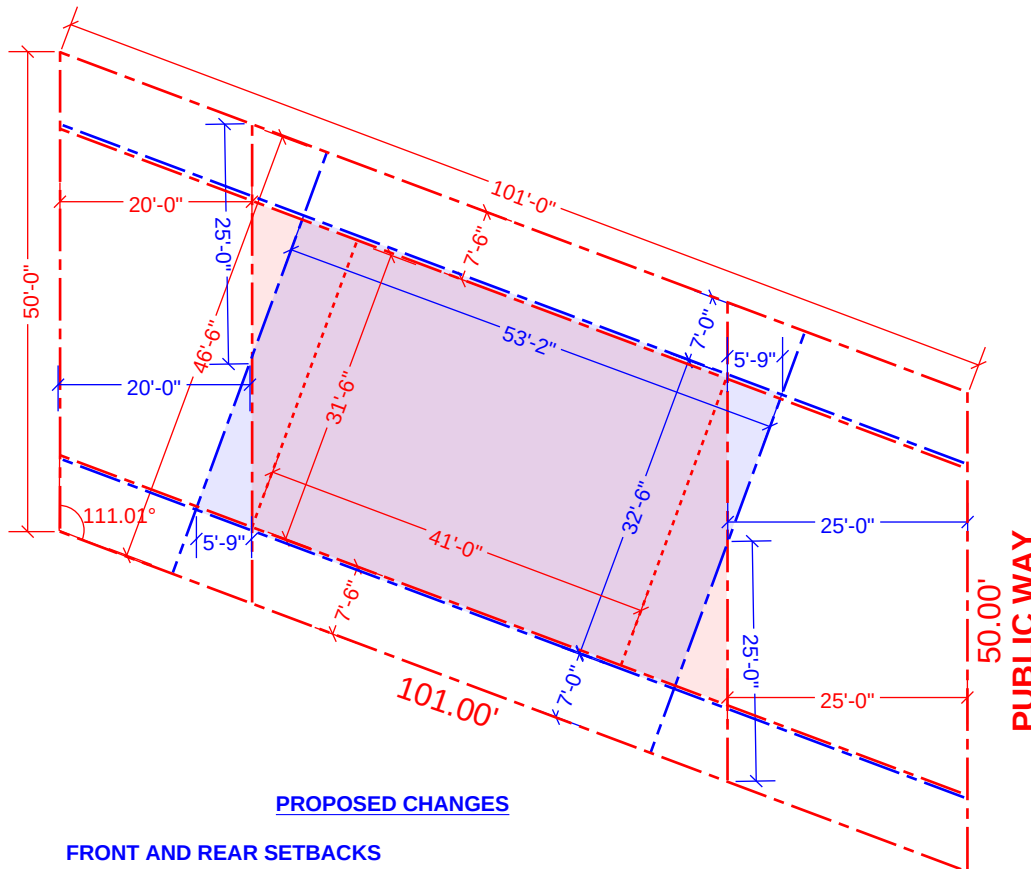
EXISTING RECTANGULAR LOT (50'W x 101'D)

FRONT SETBACK
25'

REAR SETBACK
20'

SIDE SETBACK
15% LOT WIDTH
OR 7.5' MIN.

BUILDABLE FOOTPRINT
35'-0" WIDE
56'-0" DEEP



EXISTING PARALLELOGRAM LOT (50'W x 101'D)

FRONT SETBACK
25'

REAR SETBACK
20'

SIDE SETBACK
15% LOT WIDTH
OR 7.5' MIN.

BUILDABLE FOOTPRINT
31'-6" WIDE
41'-0" DEEP

PROP. PARALLELOGRAM LOT (50'W x 101'D)

FRONT SETBACK
25' @ MIDPOINT OF LOT;
SETBACK LINE PERP. TO
SIDE PROPERTY LINES

REAR SETBACK
20' @ MIDPOINT OF LOT;
SETBACK LINE PERP. TO
SIDE PROPERTY LINES

SIDE SETBACK
15% LOT WIDTH
OR 6.0' MIN.

BUILDABLE FOOTPRINT
32'-6" WIDE (OPT. A)
36'-6" WIDE (OPT. B)
53'-2" DEEP

PROPOSED CHANGES

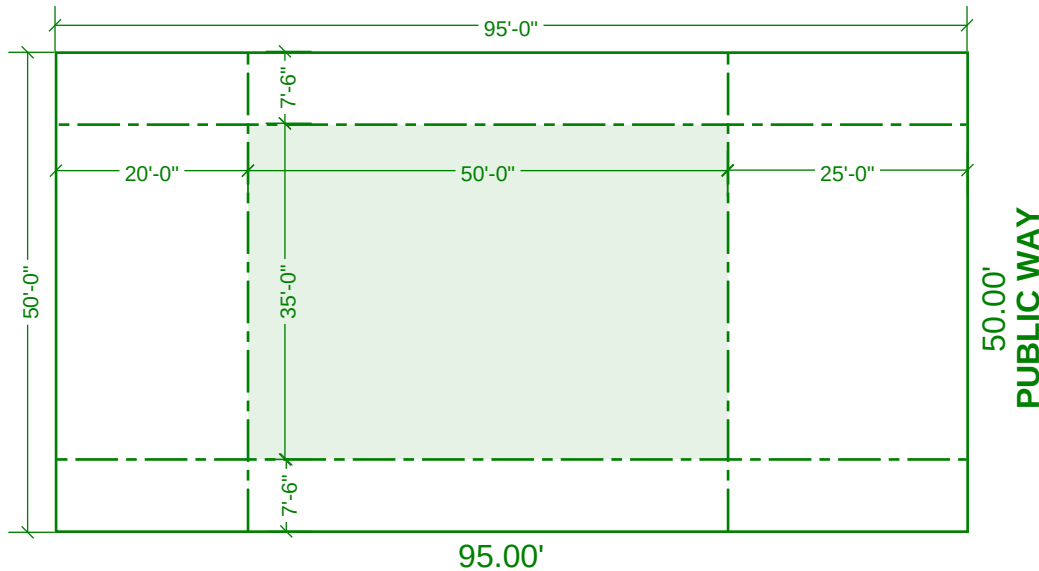
FRONT AND REAR SETBACKS

MEASURE 25' SETBACK; ROTATE LINE AT MIDPOINT
PERPENDICULAR TO SIDE PROPERTY LINES TO EXTEND
USABLE FOOTPRINT

SIDE SETBACKS

OPTION A - MAINTAIN 15% LOT WIDTH, BUT DECREASE
MINIMUM TO 6'-0" MIN. SO BUILDABLE WIDTH NOT
PUNISHED FOR SUB 50' LOT WIDTHS.
OPTION B - 10% LOT WIDTH, OR 5'-0", WHICHEVER IS
GREATER.

FIGURE 3
223 FAIRWEATHER LANE



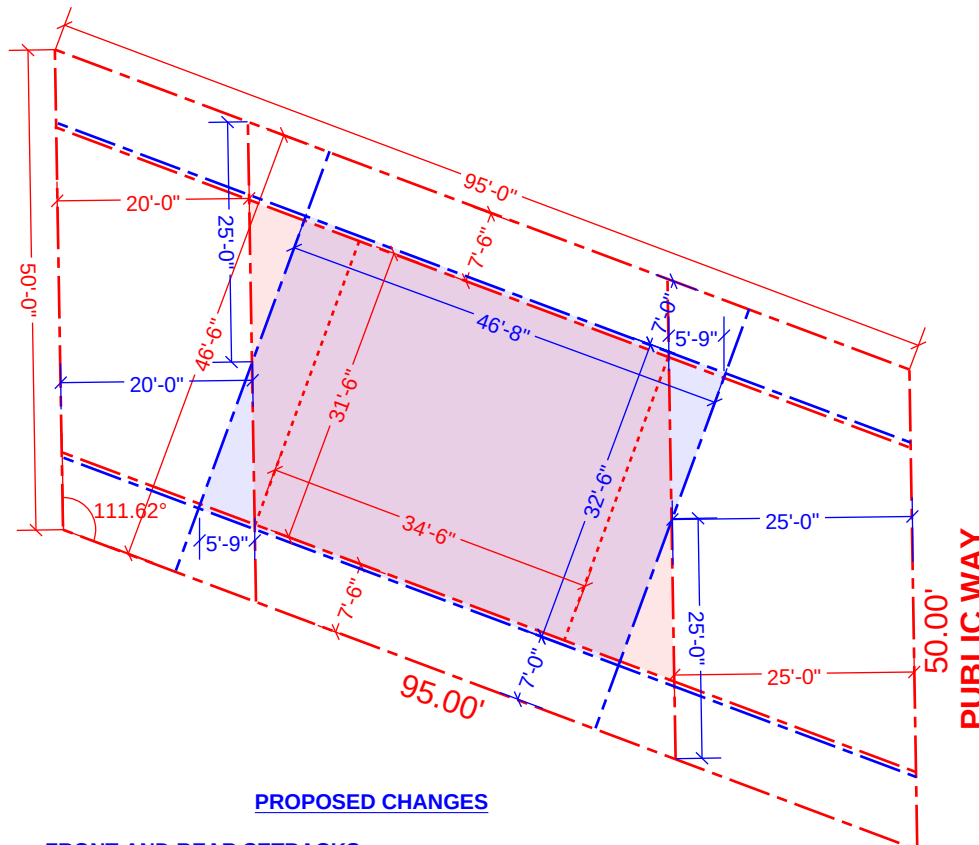
EXISTING RECTANGULAR LOT (50'W x 95'D)

FRONT SETBACK
25'

REAR SETBACK
20'

SIDE SETBACK
15% LOT WIDTH
OR 7.5' MIN.

BUILDABLE FOOTPRINT
35'-0" WIDE
50'-0" DEEP



EXISTING PARALLELOGRAM LOT (50'W x 95'D)

FRONT SETBACK
25'

REAR SETBACK
20'

SIDE SETBACK
15% LOT WIDTH
OR 7.5' MIN.

BUILDABLE FOOTPRINT
31'-6" WIDE
34'-6" DEEP

PROP. PARALLELOGRAM LOT (50'W x 95'D)

FRONT SETBACK
25' @ MIDPOINT OF LOT;
SETBACK LINE PERP. TO
SIDE PROPERTY LINES

REAR SETBACK
20' @ MIDPOINT OF LOT;
SETBACK LINE PERP. TO
SIDE PROPERTY LINES

SIDE SETBACK
15% LOT WIDTH
OR 6'-0" MIN.

BUILDABLE FOOTPRINT
32'-6" WIDE (OPT. A)
36'-6" WIDE (OPT. B)
46'-8" DEEP

PROPOSED CHANGES

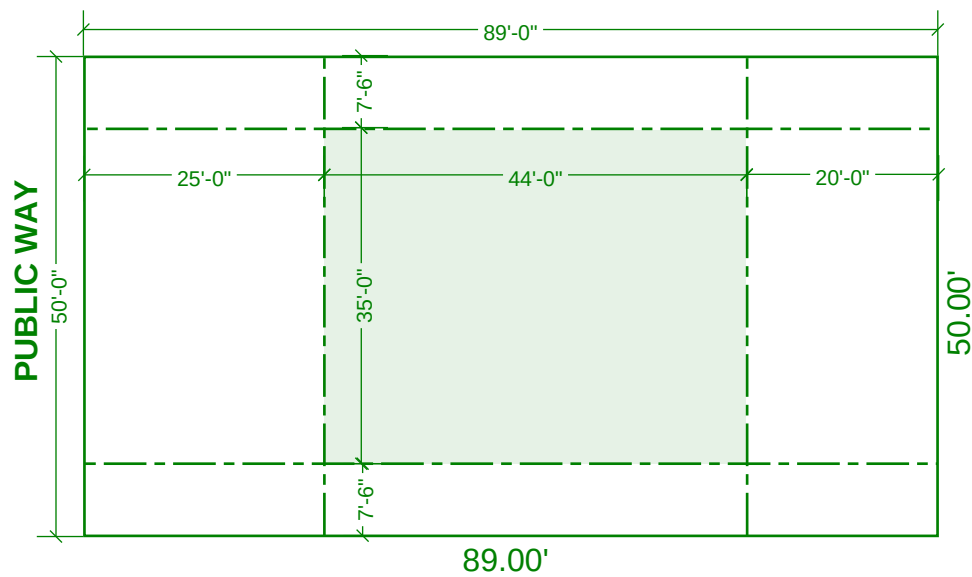
FRONT AND REAR SETBACKS

MEASURE 25' SETBACK; ROTATE LINE AT MIDPOINT
PERPENDICULAR TO SIDE PROPERTY LINES TO EXTEND
USABLE FOOTPRINT

SIDE SETBACKS

OPTION A - MAINTAIN 15% LOT WIDTH, BUT DECREASE
MINIMUM TO 6'-0" MIN. SO BUILDABLE WIDTH NOT
PUNISHED FOR SUB 50' LOT WIDTHS.
OPTION B - 10% LOT WIDTH, OR 5'-0", WHICHEVER IS
GREATER.

FIGURE 4
270 FAIRWEATHER LANE



**EXISTING RECTANGULAR
LOT (50'W x 89'D)**

FRONT SETBACK

25'

REAR SETBACK

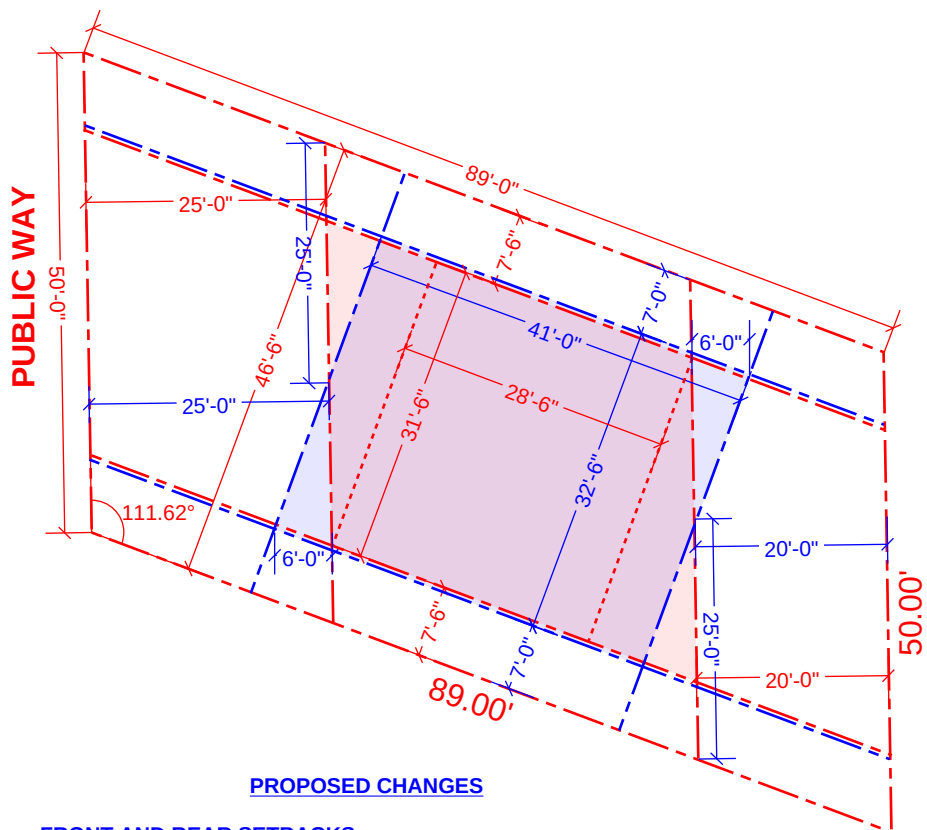
20'

SIDE SETBACK

15% LOT WIDTH
OR 7.5' MIN.

BUILDABLE FOOTPRINT

35'-0" WIDE
44'-0" DEEP



**EXISTING PARALLELOGRAM
LOT (50'W x 89'D)**

FRONT SETBACK

25'

REAR SETBACK

20'

SIDE SETBACK

15% LOT WIDTH
OR 7.5' MIN.

BUILDABLE FOOTPRINT

31'-6" WIDE
28'-6" DEEP

**PROP. PARALLELOGRAM LOT
(50'W x 89'D)**

FRONT SETBACK

25' @ MIDPOINT OF LOT;
SETBACK LINE PERP. TO
SIDE PROPERTY LINES

REAR SETBACK

20' @ MIDPOINT OF LOT;
SETBACK LINE PERP. TO
SIDE PROPERTY LINES

SIDE SETBACK

15% LOT WIDTH
OR 6.0' MIN.

BUILDABLE FOOTPRINT

32'-6" WIDE (OPT. A)
36'-6" WIDE (OPT. B)
41'-0" DEEP

PROPOSED CHANGES

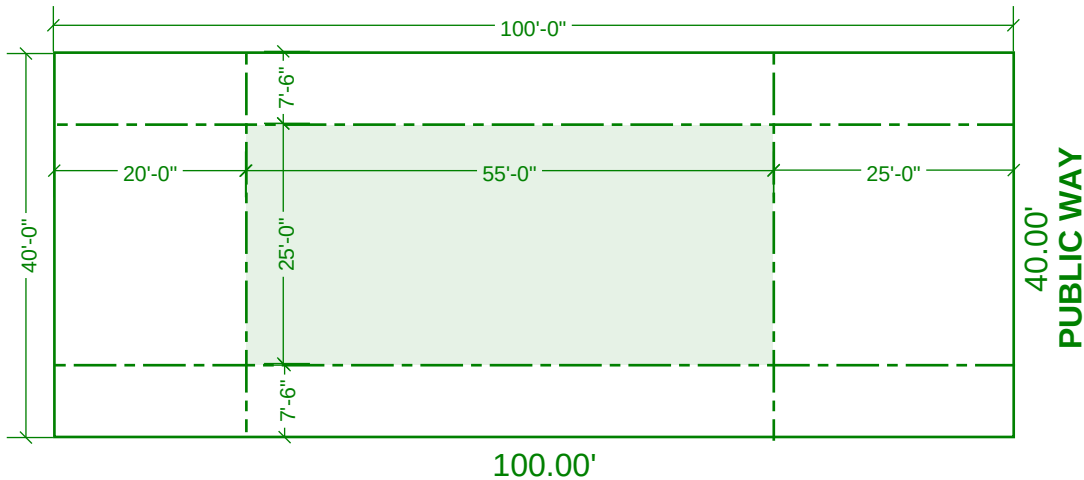
FRONT AND REAR SETBACKS

MEASURE 25' SETBACK; ROTATE LINE AT MIDPOINT
PERPENDICULAR TO SIDE PROPERTY LINES TO EXTEND
USABLE FOOTPRINT

SIDE SETBACKS

OPTION A - MAINTAIN 15% LOT WIDTH, BUT DECREASE
MINIMUM TO 6'-0" MIN. SO BUILDABLE WIDTH NOT
PUNISHED FOR SUB 50' LOT WIDTHS.
OPTION B - 10% LOT WIDTH, OR 5'-0", WHICHEVER IS
GREATER.

FIGURE 5
151 MADISON COURT



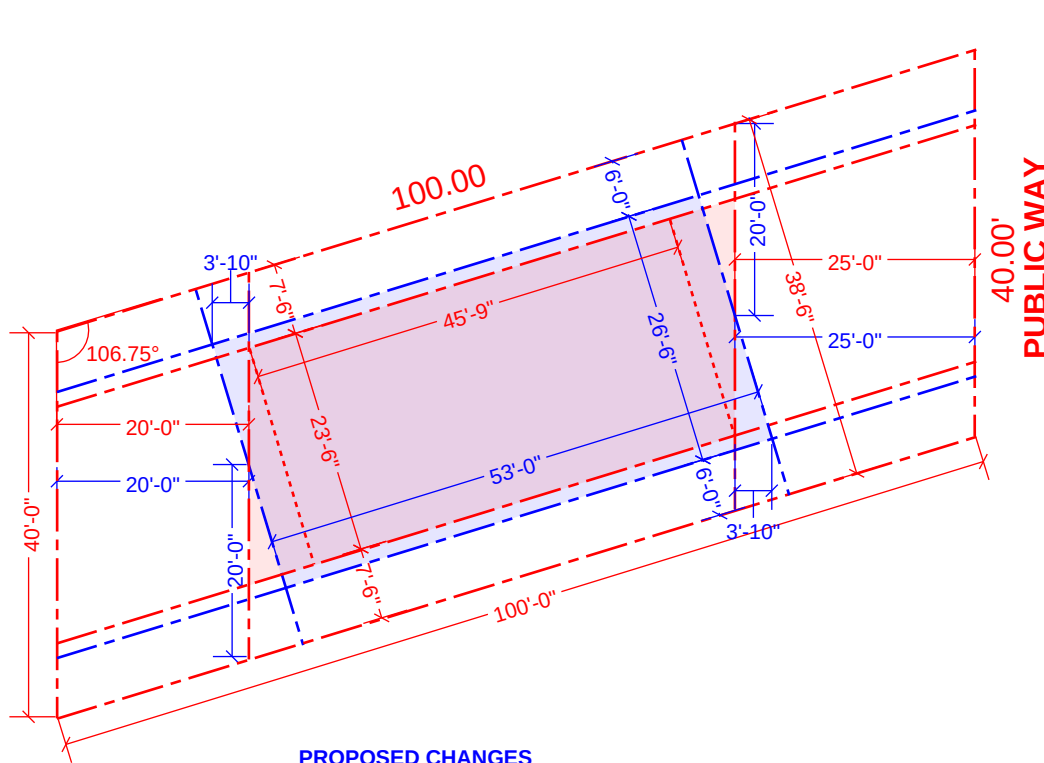
EXISTING RECTANGULAR LOT (40'W x 100'D)

FRONT SETBACK
25'

REAR SETBACK
20'

SIDE SETBACK
15% LOT WIDTH
OR 7.5' MIN.

BUILDABLE FOOTPRINT
25'-0" WIDE
55'-0" DEEP



EXISTING PARALLELOGRAM LOT (50'W x 101'D)

FRONT SETBACK
25'

REAR SETBACK
20'

SIDE SETBACK
15% LOT WIDTH
OR 7.5' MIN.

BUILDABLE FOOTPRINT
23'-6" WIDE
45'-9" DEEP

PROP. PARALLELOGRAM LOT (50'W x 101'D)

FRONT SETBACK
25' @ MIDPOINT OF LOT;
SETBACK LINE PERP. TO
SIDE PROPERTY LINES

REAR SETBACK
20' @ MIDPOINT OF LOT;
SETBACK LINE PERP. TO
SIDE PROPERTY LINES

SIDE SETBACK
15% LOT WIDTH
OR 6.0' MIN.

BUILDABLE FOOTPRINT
26'-6" WIDE (OPT. A)
28'-6" WIDE (OPT. B)
53'-0" DEEP

PROPOSED CHANGES

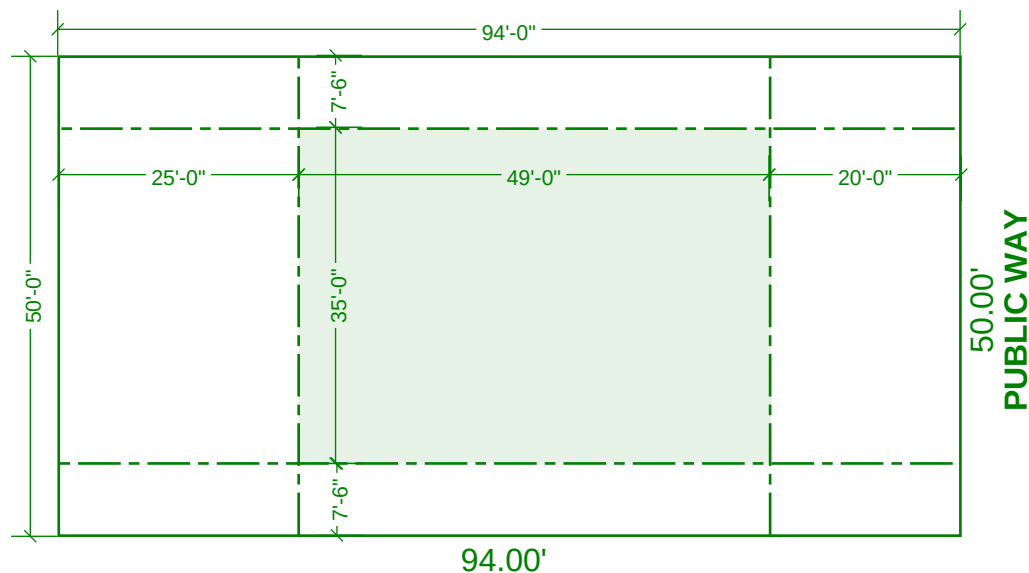
FRONT AND REAR SETBACKS

MEASURE 25' SETBACK; ROTATE LINE AT MIDPOINT
PERPENDICULAR TO SIDE PROPERTY LINES TO EXTEND
USABLE FOOTPRINT

SIDE SETBACKS

OPTION A - MAINTAIN 15% LOT WIDTH, BUT DECREASE
MINIMUM TO 6'-0" MIN. SO BUILDABLE WIDTH NOT
PUNISHED FOR SUB 50' LOT WIDTHS.
OPTION B - 10% LOT WIDTH, OR 5'-0", WHICHEVER IS
GREATER.

FIGURE 6
135 COCONUT DRIVE



EXISTING RECTANGULAR LOT (50'W x 94'D)

FRONT SETBACK

25'

REAR SETBACK

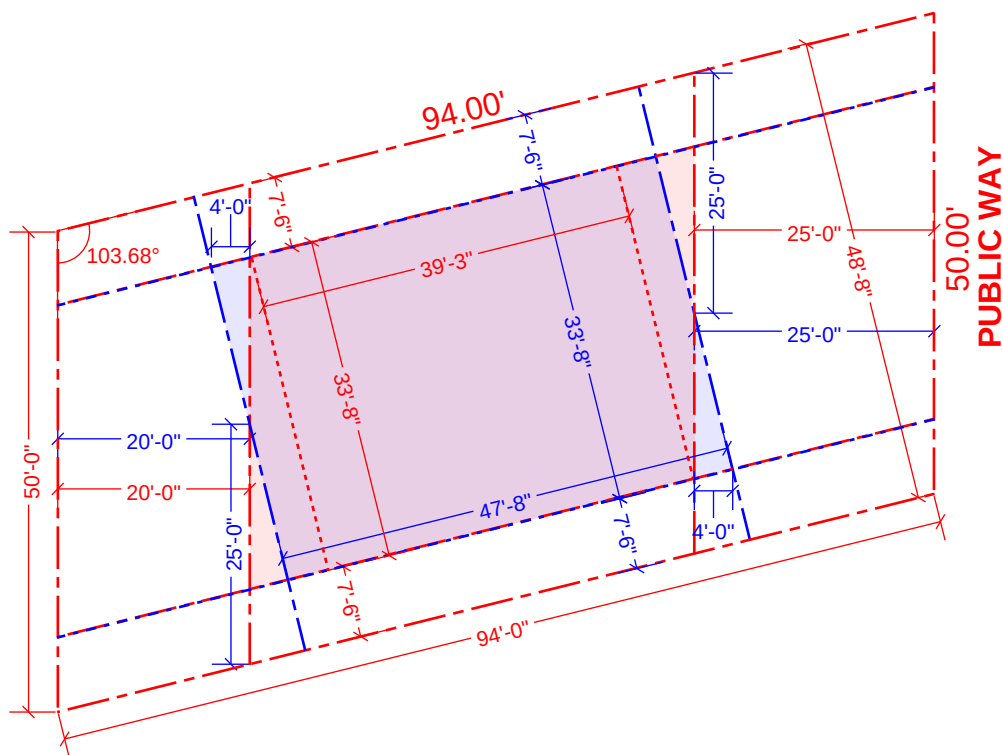
20'

SIDE SETBACK

15% LOT WIDTH
OR 7.5' MIN.

BUILDABLE FOOTPRINT

35'-0" WIDE
49'-0" DEEP



EXISTING PARALLELOGRAM LOT (50'W x 94'D)

FRONT SETBACK

25'

REAR SETBACK

20'

SIDE SETBACK

15% LOT WIDTH
OR 7.5' MIN.

BUILDABLE FOOTPRINT

33'-8" WIDE
39'-3" DEEP

PROP. PARALLELOGRAM LOT (50'W x 94'D)

FRONT SETBACK

25' @ MIDPOINT OF LOT;
SETBACK LINE PERP. TO
SIDE PROPERTY LINES

REAR SETBACK

20' @ MIDPOINT OF LOT;
SETBACK LINE PERP. TO
SIDE PROPERTY LINES

SIDE SETBACK

15% LOT WIDTH
OR 6.0' MIN.

BUILDABLE FOOTPRINT

33'-8" WIDE (OPT. A)
38'-8" WIDE (OPT. B)
47'-8" DEEP

PROPOSED CHANGES

FRONT AND REAR SETBACKS

MEASURE 25' SETBACK; ROTATE LINE AT MIDPOINT
PERPENDICULAR TO SIDE PROPERTY LINES TO EXTEND
USABLE FOOTPRINT

SIDE SETBACKS

OPTION A - MAINTAIN 15% LOT WIDTH, BUT DECREASE
MINIMUM TO 6'-0" MIN. SO BUILDABLE WIDTH NOT
PUNISHED FOR SUB 50' LOT WIDTHS.
OPTION B - 10% LOT WIDTH, OR 5'-0", WHICHEVER IS
GREATER.

APPENDIX

Lot Width Measurement Definition

1. Per Section 34-2 Definitions, Lot measurement, width.

- For lots lawfully created prior to January 28, 1983, width of a lot shall be considered to be the average distance between straight lines connecting front and rear lot lines at each side of the lot, measured as straight lines between the foremost points of the side lot lines in front (where they intersect with the street line) and the rearmost points of the side lot lines in the rear.
- For lots lawfully created after January 28, 1983, width of a lot shall be considered to be the distance between the side lot lines (or a front and side lot line for corner lots) as measured along the minimum required street setback line. See § 34-637(c) of this chapter for exceptions.

2. Per Section 34-638 Minimum Setbacks, Lot width is measured from the property line adjacent to the right-of-way. Where the property is a corner lot, the front will be the side of the property that is deemed the front based on the setbacks (in relation to where the front setback, rear setback, and side setbacks are applied).

1. **Requested Motion:**

Meeting Date: May 15, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF LEE COUNTY AND THE TOWN OF FORT MYERS BEACH REGARDING THE REBUILD, EXPANSION AND OPERATION OF FORT MYERS BEACH ELEMENTARY SCHOOL; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR AND AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

On September 28, 2022, Hurricane Ian made landfall as a Category 4 Hurricane in Southwest Florida, with sustained winds of approximately 150 miles per hour. The storm inflicted a catastrophic storm surge and wind damage in Lee County, causing severe damage to Fort Myers Beach Elementary School ("FMBE"). There is a mutual desire by the Lee County School Board ("LCSB") and the Town of Fort Myers Beach ("Town") to continue the operations of FMBE in a sound and fiscally responsible way. The LCSB and Town desire to enter into an Interlocal Agreement ("ILA") setting forth the terms and conditions of a new collaboration to assist the LCSB in re-building, operating, and maintaining FMBE. The LCSB and Town have determined that it is in the to enter into the ILA to fully set forth mutually acceptable terms and conditions of this collaborative effort between the parties.

Attachments:

1. 23-45, re Approving LCSB Town ILA re Rebuildingn of FMBE-C
2. FMBE ILA - 2023-2027 - signed by BA-C

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 4/25/2023
Approved - 5/12/2023
Approved - 5/12/2023
Final Approval - 5/12/2023

RESOLUTION NUMBER 23-45

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF LEE COUNTY AND THE TOWN OF FORT MYERS BEACH REGARDING THE REBUILD, EXPANSION AND OPERATION OF FORT MYERS BEACH ELEMENTARY SCHOOL; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR AND AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE INTERLOCAL AGREEMENT; 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, both the School Board and the Town are duly empowered pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the School Board and the Town each constitute a “public agency” within the meaning of the Florida Interlocal Cooperation Act of 1969 (the “Interlocal Act”), and each is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege, or authority that each of them could exercise separately; and

WHEREAS, the School Board and the Town both serve the people of the Town of Fort Myers Beach; and

WHEREAS, On September 28, 2022, Hurricane Ian made landfall as a Category 4 Hurricane in Southwest Florida, with sustained winds of approximately 150 miles per hour. The storm inflicted a catastrophic storm surge and wind damage in Lee County causing severe damage to Fort Myers Beach Elementary School (“FMBE”); and

WHEREAS, there is a mutual desire by the Lee County School Board (“LCSB”) and the Town of Fort Myers Beach (“Town”) to continue the operations of FMBE in a sound and fiscally responsible way; and

WHEREAS, The LCSB and Town desire to enter into an Interlocal Agreement (“ILA”) setting forth the terms and conditions of a new collaboration to assist the LCSB in re-building, operating, and maintaining FMBE; and

WHEREAS, the LCSB and Town have determined that it is in the best interest of the community to enter into the ILA to fully set forth mutually acceptable terms and conditions of this collaborative effort between the parties.

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

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

Section 2. The Agreement attached hereto as Exhibit “A”, between the School Board and Town, regarding the rebuild, expansion and operation of Fort Myers Beach Elementary School. The Mayor is authorized to execute the Agreement on behalf of the Town and all appropriate Town officials are authorized to take all necessary steps to implement the Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon 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 May 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 EXCLUSIVELY:

John R. Herin, Jr., Town Attorney

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

INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF FORT MYERS BEACH
AND
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA
REGARDING THE FORT MYERS BEACH ELEMENTARY SCHOOL

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of May, 2023, by and between THE TOWN OF FORT MYERS BEACH ("Town"), a Florida Municipal Corporation, acting by and through its Town Council, the governing body thereof, and THE SCHOOL BOARD OF LEE COUNTY, FLORIDA a public body corporate and political subdivision existing under the laws of the State of Florida, its successors and assigns ("School Board"); collectively or singularly also referred to herein as "Party" or the "Parties".

WITNESSETH:

WHEREAS, the School Board and the Town serve the residents of the Town of Fort Myers Beach;

WHEREAS, the School Board and the Town each constitute a "public agency" within the meaning of the Florida Interlocal Cooperation Act of 1969 (the "Interlocal Act"), and each is authorized under the Interlocal Act to enter into interlocal agreements providing for the joint exercise of any power, privilege, or authority that each of them could exercise separately;

WHEREAS, On September 28, 2022, Hurricane Ian made landfall as a Category 4 Hurricane in Southwest Florida, with sustained winds of approximately 150 miles per hour. The storm inflicted a catastrophic storm surge and wind damage in Lee County causing severe damage to Fort Myers Beach Elementary School ("FMBE");

WHEREAS, prior to Hurricane Ian, FMBE had experienced declining student enrollment;

WHEREAS, there is a mutual desire by the Board and the Town to continue the operations of FMBE in a sound and fiscally responsible way;

WHEREAS, the Town and School Board now intend to enter into this Agreement setting forth the terms and conditions of a new collaboration to assist the School Board in re-building, operating, and maintaining FMBE as set forth herein;

WHEREAS, the School Board and the Town previously entered into an Interlocal Agreement Relating to the Exchange of Real Property and Improvements, dated effective October 7, 2020, as amended by that certain First Amendment to Interlocal Agreement Relating to the Exchange of Real

Property and Improvements fully executed on December 21, 2020 (collectively, the “Exchange Agreement”);

WHEREAS, the School Board and Town will revise the Exchange Agreement as may be necessary to serve best the needs of the Town’s residents, the students of FMBE, and the users of Bay Oaks Recreational Facility;

WHEREAS, the School Board is the owner of certain real property more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“School Board Property”), upon which is located FMBE;

WHEREAS, the Town is the owner of that certain real property commonly known as Bay Oaks Recreational Facility, located adjacent to the School Board Property and more particular described in Exhibit “B” attached hereto and incorporated herein by reference (the “Bay Oaks Property”);

WHEREAS, the School Board and Town have determined that it shall serve the public interest to enter into this Agreement to fully set forth mutually acceptable terms and conditions of this collaborative effort between the Parties; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the School Board and the Town do hereby agree as follows:

SECTION I: PURPOSE AND EFFECTIVE DATE

1.1 The purpose of the Agreement is to set forth terms and conditions acceptable to the Parties, to accomplish the initiatives enumerated herein, including the re-build and continuing operation of FMBE for students from grades K-5.

1.2 The Recitals set forth above are incorporated into the terms of this Agreement as if fully incorporated herein.

1.3 The “Effective Date” of this Agreement shall be the date on which the latter of the School Board or the Town executes this Agreement and delivers a copy to the other Party.

SECTION II: PHASED ENROLLMENT

School Board Responsibilities:

2.1 Both Parties desire to have students enrolled as of April 2023, return to FMBE as soon as possible utilizing the historic school building located on the School Board Property (“Historic Building”). The School Board shall be responsible for renovating the Historic Building to meet the needs of the current

enrollment, approximately fifty-two (52) students, to be completed during the fall semester of 2023. The Parties recognize that the use of the Historic Building is an integral part of the overall solution to provide an educational facility for students on the island. The School Board shall provide all necessary services to meet the needs of students as set forth herein. The services shall be provided at the sole discretion of the School Board in compliance with applicable law, regulation, and policy.

2.2 Over the next several years, the Parties have a joint goal to increase enrollment to a fiscally feasible level for FMBE in accordance with Section 3 of this Agreement. The School Board shall assist with increasing enrollment and shall attempt to solicit partnerships with other entities to provide attractors to the school to include special programs. In addition, beginning in fiscal year 2024-2025, the School Board shall expand the proximity zone boundaries of FMBE to Summerlin Road and San Carlos Boulevard to allow as many students as possible to attend FMBE.

2.3 Should enrollment increase, the School Board shall provide the necessary facilities and staff to accommodate the increased student enrollment in compliance with applicable law, regulation, and policy. The Town understands that the School Board will be fiscally responsible and legally compliant in doing so. The decision is left to the School Board's sole discretion to determine what is the necessary facility and staff ratios to accommodate the increased enrollment not to exceed 150 student stations.

2.4 For fiscal years 2023-2024, 2024-2025, 2025-2026, and 2026-2027 School Board shall bear the full costs of operating and maintaining FMBE.

2.5 No later than November of 2026, the School Board and Town, through their respective designees, shall review the enrollment numbers at FMBE and begin the discussion as to the future of FMBE with the following options:

a. If FMBE's student enrollment meets the threshold that FMBE can sustain itself at the same level as the other barrier island schools, namely Pine Island Elementary School and the Sanibel School (collectively, "Barrier Island Schools") the School Board shall maintain FMBE as a school operated by the School District of Lee County. The annual cost calculation shall be based on the annual cost per student report submitted to the Department of Education ("DOE") at the end of each fiscal year. ("Cost Per Student Report")

b. Beginning in fiscal year 2027-2028, the Town may provide a financial contribution towards the maintenance and operation of FMBE if it is unable to financially sustain itself at the same level as Barrier Island Schools as set forth in the Cost Per Student Report. The Town's contribution shall be reflective of the difference between FMBE's operational costs and that of other Barrier Island Schools.

c. If, at the end of fiscal year 2026-2027, FMBE is unable to financially sustain itself at the same level as Barrier Island Schools as set forth in the Cost Per Student Report, or if the Town is unable

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to provide a financial contribution to cover the difference, the Town may assume the responsibility for the full operation of FMBE by turning it into a municipal charter school for fiscal year 2027-2028. The School Board will assist the Town in expediting the application process for the charter school. At the time the charter school is approved, the School Board will have no further obligation for FMBE. The charter school will be eligible for all funding that is available per federal and state law. Throughout the term of this Agreement, the Town may also collect funds for the startup operation of the charter school. Contemporaneously, the School Board and Town shall come to an agreement for either the sale or lease of the facilities for the operation of the charter school. This provision does not prohibit other charter options from being considered.

d. If, after fiscal year 2026-2027, the Town is unable to cover the cost per student difference as outlined in section b above or move forward with a charter school option as outlined in section b and c above the School Board, at its sole discretion, may close FMBE.

Town Responsibilities:

2.6 Town shall actively recruit students to FMBE to increase enrollment by engaging with their community and local businesses. Parents, PTO, community members, community leaders, and businesses will work on community outreach to inform them of FMBE.

2.7 During the term of this Agreement, the Town shall create an ad-hoc committee that shall meet, at minimum, twice a year to review the student enrollment numbers, DOE survey results, and other matters related to FMBE. There shall be one meeting in May and one in November. The ad-hoc committee shall consist of no more than 10 people and must include members of the community, to include at least one (1) parent with a student attending FMBE, one (1) representative from the Fort Myers Beach business community, one (1) Town Council representative, (5) representatives from the School Board representing operations and planning, academics, Principal of FMBE, budget and finance as well as other members of School Board leadership.

2.8 After fiscal year 2026-2027, the Town may provide a financial contribution towards the maintenance and operation of FMBE if it is unable to financially sustain itself at the same level as Barrier Island Schools as set forth in the Cost Per Student Report as further provided in section 2.5 above.

2.9 At the conclusion of fiscal year 2026-2027, if there are not enough students enrolled for FMBE to financially sustain itself, as determined by the School Board in its sole discretion and based on the Cost Per Student Report, the School Board may close FMBE.

2.10 The School Board and Town will work together to educate businesses and employees about FMBE school programs and encourage employers to provide work schedules that align with school hours and the Bay Oaks after-school program.

2.11 The Town shall provide access to aftercare programs at Bay Oaks Property. Remediation/remodeling of the Bay Oaks Property shall be completed by the fall semester of 2023. The Town agrees that Bay Oaks Property will not be used as a town hall facility, unless space permits, as determined by the Town in its sole discretion. The Bay Oaks Property and after school program will be ready to host children contemporaneously with the opening of FMBE in the fall semester of 2023.

2.12 The Town shall cooperate with the School Board to allow a portion of the Bay Oaks Property to be used as a staging area for FMBE renovation and construction projects. The Town and the School Board shall share the use of the facilities located on the Town Property and the School Board Property, respectively, subject to such terms, limitations and conditions set forth in the Exchange Agreement, which may be modified from time-to-time as mutually agreed to by the Parties.

SECTION III: PHASED TIMELINE FOR RENOVATION AND BUILD

3.1 The Parties agree to the following implementation schedule:

Phase I

a. The School Board shall be responsible for renovating the Historic Building to meet the temporary needs of the current enrollment, approximately fifty-two (52) students, by the fall semester of 2023.

b. Thereafter, by fiscal year 2024-2025, the School Board shall build additional FMBE facilities to accommodate a permanent kitchen/café.

c. Also, by fiscal year 2024-2025 and in compliance with applicable law, regulation, and policy, SREF, and building code the School Board shall improve the Historic Building with additional classroom space to accommodate the growth in student enrollment not to exceed 80 student stations.

Phase II

a. The School Board shall design and construct additional facilities in compliance with applicable law, regulation, and policy, SREF, and building code to accommodate the growth in student enrollment not to exceed 150 student stations. Said cost shall be borne by the School Board for fiscal years 2023-2024, 2024-2025, 2025-2026, 2026-2027.

b. If FMBE's student enrollment meets the threshold that FMBE can sustain itself at the same level as the other Barrier Island Schools based on the Cost Per Student Report, the School Board shall continue to operate FMBE in compliance with applicable law, regulation, and regulations policy.

3.2 The Parties agree that the School Board retains sole authority to make decisions as may be deemed necessary to adhere to the timelines and costs outlined herein, and to complete the Phase I and Phase II improvements within the time and in the manner specified herein.

3.3 The Parties agree that the School Board will procure all goods and services contemplated by this Agreement in accordance with the School Board's procurement policies and procedures.

SECTION IV: DEFAULT

If either Party fails to materially fulfill its obligations under this Agreement that Party will be in default. The other Party to the Agreement shall provide written notice of the default and an opportunity to cure the default within 60 days of receipt of said notice. If the defaulting Party fails to cure the default within said time, the other Party may terminate this Agreement for cause or breach by providing written notice of termination. Failure of either Party to exercise its rights in the event of any breach shall not constitute a waiver of such rights. Neither the Town nor the School Board is deemed to have waived any failure to perform by the other Party unless such waiver is in writing and signed by the waiving Party. Upon termination of this Agreement in accordance with this paragraph, the non-defaulting Party may exercise its reversionary interest as set forth in the Exchange Agreement.

SECTION V: NOTICE

All notices or demands permitted or required under this Agreement are deemed to have been given or made when delivered in person and signed for or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

If to the School Board: The Superintendent of Schools
Office of the Superintendent
2855 Colonial Blvd.
Fort Myers, Florida 33966

With a Copy to: School Board Attorney and General Counsel
Office of Legal Services
2855 Colonial Blvd.
Fort Myers, Florida 33966

If to the Town: Town Manager
Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, Florida 33931

With a Copy to:

Town Attorney
Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, Florida 33931

The address to which any notice or demand may be given to either Party may be changed by written notice.

SECTION VI: LIABILITY AND INDEMNIFICATION

6.1 Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the Town shall defend, hold harmless and indemnify the School Board from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the Town, its agents, invitees, licensees, employees, or contractors in connection with the exercise of the Town's rights or fulfillment of the Town's obligations under this Agreement. The provisions of this paragraph are not intended to abrogate the sovereign immunity of the Town beyond that set forth in Section 768.28, Florida Statutes.

6.2 Subject to the limitations as set forth in Florida Statutes, §768.28 and §252.51, the School Board shall defend, hold harmless and indemnify the Town from and against any and all claims, actions, damages, liability, cost, and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the School Board, its agents, invitees, licensees, employees, and contractors in connection with the exercise of the School Board's rights or fulfillment of the School Board's obligations under this Agreement. The provisions of this paragraph are not intended to abrogate the sovereign immunity of the School Board beyond that set forth in Section 768.28, Florida Statutes.

6.3 The Parties shall, respectively, maintain or cause to be maintained in full force and effect commercial general liability insurance on their respective parcels with a combined single limit of liability of (i) not less than One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury to or personal injury or death to any one person and consequential damages arising therefrom, (ii) not less than Two Million and 00/100 Dollars (\$2,000,000.00) for bodily injury to or personal injury or death of more than one person and consequential damages arising therefrom, and (iii) not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage arising out of any one occurrence, and the other Party shall be an additional insured under such policy. Each Party shall always maintain worker's compensation insurance in the minimum statutory limits required by the State of Florida. Such insurance shall be procured from a good and solvent insurance company or companies licensed to do business in the State of Florida. Upon reasonable request, each Party shall provide the other with a copy of the policy of such

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insurance coverage. All insurance policies required to be carried by either Party covering their respective parcel shall, to the extent permitted by law, expressly waive any right on the part of the insurer against the other Party. The Parties agree that their policies will include such waiver clause or endorsement.

SECTION VII: MISCELLANEOUS

7.1 Term and Termination: The Parties agree that this Agreement, including all its terms, covenants, conditions, and restrictions, shall continue in force and effect for a term of four (4) years. The Parties may extend the terms of this Agreement by mutual written agreement.

7.2 Non-Discrimination: The Parties shall not unlawfully discriminate against any individual based on his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

7.3 Unavoidable Delay: In the event that either the School Board or the Town are unable to meet the deadline for their respective obligations under this Agreement due to any circumstance beyond the control of the School Board and/or Town, including without limitation, the occurrence of a force majeure event, then the time for such performance shall be extended as required by such circumstance or the occurrence of such event. Each party shall be responsible for any additional costs arising out of the delay and affecting their respective obligations under this Agreement. The term "*Force Majeure*" shall include without limitation labor strikes (whether lawful or not), fire, tropical cyclone, adverse weather conditions, unavoidable casualties, inability to obtain labor or materials, vandalism, terrorism, civil unrest, moratoriums, financial emergencies and the like.

7.4 Enforcement of Agreement: In the event that either Party is required to enforce this Agreement by court proceedings, then the Parties agree that each Party shall pay its own attorney's fees and costs.

7.5 Entire Agreement: This Agreement embodies the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior written and/or oral understandings or agreements with respect thereto.

7.6 Modifications and Amendments: Modifications and amendments to the provisions contained in this Agreement, including deadlines and schedules, may be made only by an instrument in writing which is executed by both Parties.

7.7 Joint Preparation: This Agreement has been negotiated fully between the Parties as an arms-length transaction. Both Parties participated fully in the preparation of the Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both

Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party.

7.8 Assignment: This Agreement may not be assigned, in whole or in part, by any Party without prior written consent of the other Party, which may be granted or withheld in its sole discretion. The School Board retains sole authority to select the design professionals, contractors, or other parties for the purpose of performing any of the School Board's obligations hereunder.

7.9 Third Party Beneficiaries: This Agreement is solely for the benefit of the School Board and the Town, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the School Board and the Town any right, remedy, or claims under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the School Board and the Town, and their respective representatives, successors, and assigns.

7.10 Joint Defense: In the event that a third party or parties challenge the validity of this Agreement unrelated to the Parties through legal proceedings or otherwise, the Parties hereto agree to cooperate with each other in defense of this Agreement, with each such Party to bear its own attorney's fees and costs associated with such defense.

7.11 Severability: The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

7.12 Time is of the Essence: The Parties acknowledge that time is of the essence in the performance of all obligations required hereunder, and all "days" referenced herein, including in any of the attachments, shall be deemed "calendar days" unless otherwise specifically set forth.

7.13 Controlling Laws: This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in Lee County, Florida.

7.14 Authorization: The execution of this Agreement has been duly authorized by the School Board and Town. The School Board and the Town have complied with all requirements of law in connection with the execution and delivery of this Agreement and the performance of their respective obligations hereunder. The School Board and the Town have full power and authority to comply with the terms and provisions of this Agreement.

7.15 Heading for Convenience Only: The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

7.16 Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any; may be detached from the counterparts and attached to a single copy of this document to physically form one document.

7.17 Jury Trial Waiver: The Parties waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other for any matter whatsoever arising out of or in any way connected with this Agreement.

SECTION VIII: DISPUTE RESOLUTION

As a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.

SECTION IX: PUBLIC RECORDS

The Parties recognize and agree that the School Board and Town are subject to the provisions of the Florida Records Law, under Chapter 119, Florida Statutes. The Parties shall comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further, the Parties will ensure records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Town and the School Board have executed this Agreement on the day, month, and year first written above.

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

By: _____

Date: _____

Armor Persons, Chair of the Board

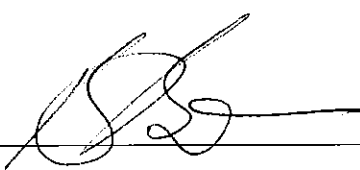
ATTESTED:

By: _____

Date: _____

Dr. Christopher S. Bernier, Superintendent of Schools

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF THE SCHOOL BOARD OF LEE COUNTY, FLORIDA ONLY:

By:  _____

Kathy Dupuy-Bruno, Esq., School Board Attorney and General Counsel

TOWN OF FORT MYERS BEACH, A FLORIDA MUNICIPAL CORPORATION

By: _____

Date: _____

Dan Allers, Mayor

ATTESTED:

By: _____

Date: _____

Amy Baker, Town Clerk

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

By: _____

John R. Herein, Jr., Town Attorney

EXHIBIT A

(Legal Description of School Board Property)

**PARCEL "A" LEGAL DESCRIPTION (OWNED BY THE SCHOOL DISTRICT OF LEE COUNTY)
FROM PLAT OF WINKLER SUBDIVISION RECORDED IN PLAT BOOK 8, PAGE 45 OF THE PUBLIC RECORDS OF LEE COUNTY
FLORIDA**

ALL OF WINKLER SUBDIVISION BLOCK J, LOTS 3 THROUGH 45; AND BLOCK I, LOTS 1 THROUGH 26; AND BLOCK D, LOTS 10 THROUGH 12 AND LOTS 22 THROUGH 24, LESS PARCELS DESCRIBED IN INSTRUMENT 2021000335064.

PARCELS DESCRIBED IN INSTRUMENT 2021000335064 CONSTITUTE PARCELS "X" AND "Y" DESCRIBED BELOW

**PARCEL "B" LEGAL DESCRIPTION (OWNED BY THE SCHOOL DISTRICT OF LEE COUNTY)
FROM RESOLUTION 20-39 INSTRUMENT 2021000335062 RECORDED 10/12/2021**

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PORTION OF AN UN-NAMED STREET LYING BETWEEN BLOCK J AND BLOCK I, WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF LOT 48 OF SAID BLOCK J OF SAID WINKLER SUBDIVISION: THENCE S25° 17'00"W ALONG THE EASTERLY LINE OF LOTS 1 THROUGH 9 OF SAID BLOCK J FOR 225.00 FEET TO THE NORTHEAST

CORNER OF LOT 10 OF SAID BLOCK J; THENCE N64°43'00"W ALONG THE NORTHERLY LINE OF LOT 10 OF SAID BLOCK J FOR 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK J AND TO THE POINT OF BEGINNING: THENCE CONTINUE S25°17'00"W ALONG THE WESTERLY LINE OF SAID BLOCK J, ALSO BEING THE EASTERLY LINE OF AN UN-NAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION FOR 370.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET: THENCE CONTINUE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID BLOCK J, BEING THE EASTERLY LINE OF SAID UN-NAMED STREET AND ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 94° 17'00" FOR AN ARC LENGTH OF 41.14 FEET TO A POINT OF TANGENCY ON THE NORTHERLY LINE OF OAK STREET (50 FEET WIDE), ALSO BEING A POINT OF CUSP; THENCE N69° 00'00"W ALONG THE NORTHERLY LINE OF SAID OAK STREET FOR 141.38 FEET TO A POINT OF CUSP WITH A CURVE LYING ON THE EASTERLY LINE OF BLOCK D OF SAID SUBDIVISION, HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S21° 00'00"W: THENCE CONTINUE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID BLOCK D AND SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 85°43'00" FOR AN ARC LENGTH OF 37.40 FEET TO THE END OF SAID CURVE: THENCE N25° 17'00"E ALONG A TANGENT LINE BEING PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK J FOR 114.87 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF BLOCK I OF SAID SUBDIVISION, LYING ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S65° 02'10"W; THENCE CONTINUE EASTERLY AND NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID BLOCK I AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 129° 45'10" FOR AN ARC LENGTH OF 56.62 FEET TO A POINT OF TANGENCY: THENCE N25° 17'00"E ALONG A TANGENT LINE BEING THE EASTERLY LINE OF SAID BLOCK I, ALSO BEING THE WESTERLY LINE OF SAID UN-NAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION FOR 246.59 FEET TO THE NORTHEAST CORNER OF LOT 17, BLOCK I OF SAID SUBDIVISION: THENCE S64° 43'00"E FOR 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,740 SQUARE FEET (0.59 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

**PARCEL "C" LEGAL DESCRIPTION (OWNED BY THE SCHOOL DISTRICT OF LEE COUNTY)
FROM RESOLUTION 21-24 INSTRUMENT 2021000335063 RECORDED 10/12/2021**

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PORTION OF AN UN-NAMED STREET LYING BETWEEN BLOCK J AND BLOCK I, WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF LOT 48 OF SAID BLOCK J OF SAID WINKLER SUBDIVISION; THENCE S25° 17'00"W ALONG THE EASTERLY LINE OF LOTS 1 THROUGH 9 OF SAID BLOCK J FOR 225.00 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK J; THENCE N64° 43'00"W ALONG THE NORTHERLY LINE OF LOT 10 OF SAID BLOCK J FOR 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK J AND TO THE POINT OF BEGINNING; THENCE CONTINUE N64° 43'00"W ALONG THE NORTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 10 OF SAID BLOCK J FOR 50.00 FEET TO THE NORTHEAST CORNER OF LOT 17, BLOCK I OF SAID SUBDIVISION; THENCE N25° 17'00"E ALONG THE EASTERLY LINE OF SAID BLOCK I FOR 75.00 FEET TO THE NORTHEAST CORNER OF LOT 20, OF SAID BLOCK I; THENCE S64° 43'00"E ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 20 OF SAID BLOCK I FOR 50.00 FEET TO THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK J; THENCE S25° 17'00"W ALONG THE WESTERLY LINE OF SAID BLOCK J FOR 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,750 SQUARE FEET (0.09 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN) BEARINGS ARE BASED ON THE WESTERLY LINE OF BAY ROAD (THE EASTERLY LINE OF SAID BLOCK J) AS BEARING S25° 17'00"W

LESS PARCEL DESCRIBED IN INSTRUMENT 2021000335064 (NORTH PARCEL)

PLUS THE REMAINDER OF BLOCK I, PLAT OF WINKLER SUBDIVISION NOT SEPERATED OUT IN THE LEGAL DESCRIPTIONS OF PARCELS "Y" AND "Z" DESCRIBED BELOW

EXHIBIT B

(Legal Description of Town Property)

**PARCEL "W" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM COUNTY DEED INSTRUMENT #2009000262584 RECORDED 9/28/2009**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE EASTERLY MOST CORNER OF LOT #1, BLOCK "E" OF WINKLER SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8 AT PAGE 45 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE PRINCIPAL PLACE OF BEGINNING; THENCE S 25° 17' 00" W ALONG THE EASTERLY LINE OF SAID BLOCK "E" A DISTANCE OF 301.04 FEET; THENCE S 5° 07' 24" E A DISTANCE OF 55.69 FEET TO THE NORTHEASTERLY CORNER OF LOT #9, BLOCK "D" OF SAID WINKLER SUBDIVISION; THENCE S 21° 00' 00" W ALONG THE SOUTHEASTERLY LINE OF LOTS #9 AND #25 OF SAID BLOCK "D" A DISTANCE OF 300.00 FEET; THENCE N 69° 00' 00" W ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OAK STREET (50.00 FEET WIDE) AND THE SOUTHWESTERLY LINE OF SAID BLOCK "D" A DISTANCE OF 396.87 FEET TO THE WEST BOUNDARY OF LOT #1 OF SECTION 19 AS SHOWN ON THE PLAT OF SAID WINKLER SUBDIVISION; THENCE N 0° 18' 00" W ALONG THE SAID WEST BOUNDARY A DISTANCE OF 807.00 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID WINKLER SUBDIVISION; THENCE S 64° 43' 00" E ALONG SAID NORTHEASTERLY BOUNDARY LINE A DISTANCE OF 693.65 TO A POINT THAT IS N 25° 17' 00" E FROM THE PRINCIPAL PLACE OF BEGINNING; THENCE S 25° 17' 00" W A DISTANCE OF 50.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING.

SAID PARCEL IS SUBJECT TO ALL RIGHT-OF WAYS AND EASEMENTS OF RECORD.

**PARCEL "X" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM SPECIAL WARRANTY DEED #2021000335064 RECORDED 10/21/21 (SOUTH PARCEL)**

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING ALL OF LOTS 10 THROUGH 24, BLOCK D, WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK D OF SAID WINKLER SUBDIVISION; THENCE N 21° 28' 12" E ALONG THE NORTHWESTERLY LINE OF LOT 24 AND LOT 10 OF SAID BLOCK D FOR 300.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; ALSO BEING THE SOUTHERLY LINE OF SAID UNNAMED STREET (50' WIDE) AS SHOWN ON SAID PLAT; THENCE S 68° 31' 48" E ALONG THE NORTHEASTERLY LINE OF SAID BLOCK D, ALSO BEING THE SOUTHWESTERLY LINE OF SAID UNNAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION, FOR 75.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE AND SAID UNNAMED STREET AND ALONG THE NORTHEASTERLY LINE OF SAID BLOCK D THROUGH A CENTRAL ANGLE OF 65° 47' 00" (CHORD BEARING S 35° 38' 18" E) FOR AN ARC DISTANCE OF 114.81 FEET TO A POINT OF TANGENCY; THENCE S 02° 44' 48" E, ALONG THE EASTERLY LINE OF SAID BLOCK D, ALSO BEING THE WESTERLY LINE OF SAID UNNAMED STREET AS SHOWN ON SAID PLAT FOR 225.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE AND ALONG THE WESTERLY LINE OF SAID UNNAMED STREET THROUGH A CENTRAL ANGLE OF 114° 13' 00" (CHORD BEARING S 54° 21' 42" W) FOR AN ARC DISTANCE OF 49.84 FEET TO A POINT OF TANGENCY ON THE NORTHERLY RIGHT OF WAY LINE OF OAK STREET (50' WIDE) AS SHOWN ON SAID PLAT; THENCE N 68° 31' 48" W ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK D, AND ALONG THE NORTHERLY LINE OF SAID OAK STREET FOR 235.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,071 SQUARE FEET (1.40 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

BEARINGS ARE STATE PLANE GRID FOR THE FLORIDA WEST ZONE (NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT) WITH THE WESTERLY LINE OF BAY ROAD (THE EASTERLY LINE OF SAID BLOCK J) AS BEARING N 25° 45' 12" E.

**PARCEL "Y" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM SPECIAL WARRANTY DEED #2021000335064 RECORDED 10/21/21 (NORTH PARCEL)**

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PORTION OF BLOCK I AND A PORTION OF AN UNNAMED STREET AS SHOWN ON THE PLAT OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF LOT 48, BLOCK J OF SAID WINKLER SUBDIVISION; THENCE N64° 14'48"W ALONG THE NORTHEASTERLY LINE OF LOT 1, BLOCK J, ACROSS AN UNNAMED STREET AND ALONG THE NORTHEASTERLY LINE OF LOT 26, BLOCK I OF SAID SUBDIVISION FOR 350.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 1, BLOCK I OF SAID SUBDIVISION AND THE POINT OF BEGINNING; THENCE S45° 48'43"E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2599 AT PAGE 781 WITHIN SAID BLOCK I, FOR 158.11 FEET TO THE SOUTHEASTERLY CORNER OF LOT 25 OF SAID BLOCK I, ALSO BEING THE WESTERLY LINE OF AN UNNAMED STREET (50' WIDE) AS SHOWN ON SAID PLAT; THENCE S25° 45'12"W ALONG THE EASTERLY LINE OF SAID BLOCK I, ALSO BEING THE WESTERLY LINE OF SAID UNNAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION, FOR 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 21 OF SAID BLOCK I; THENCE S64° 14' 48 "E ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 21, ACROSS SAID UNNAMED STREET, FOR 50.00 FEET TO THE NORTHWEST CORNER OF LOT 7 OF BLOCK J OF SAID SUBDIVISION; THENCE S59°26'36"W, EXTENDING ACROSS SAID UNNAMED STREET AND ACROSS A PORTION OF SAID BLOCK I FOR 231.98 FEET; THENCE S 11 °26' 52"W ACROSS SAID BLOCK I, FOR 152.53 FEET TO AN INTERSECTION WITH A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S65° 30'22"W, ALSO BEING THE NORTHERLY LINE OF AN UNNAMED STREET AS SHOWN ON SAID PLAT; THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT AND ALONG THE SOUTHERLY LINE OF SAID BLOCK I THROUGH A CENTRAL ANGLE OF 21 °44' 50" (CHORD BEARING NL3° 37' 13"W) FOR AN ARC DISTANCE OF 9.49 FEET TO A POINT OF TANGENCY; THENCE N02° 44'48"W, ALONG THE WESTERLY LINE OF BLOCK I, ALSO BEING THE EASTERLY LINE OF AN UNNAMED STREET (50' WIDE) AS SHOWN ON SAID PLAT, FOR 127.34 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE AND ALONG THE WESTERLY LINE OF SAID BLOCK I THROUGH A CENTRAL ANGLE OF 65°47' 00" (CHORD BEARING N35° 38' 18"W) FOR AN ARC DISTANCE OF 172.22 FEET TO A POINT OF TANGENCY; THENCE N68° 31 '48 "W ALONG THE WESTERLY LINE OF SAID BLOCK I AND THE EASTERLY LINE OF SAID UNNAMED STREET FOR 22.44 TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE CONTINUE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID BLOCK I AND SAID UNNAMED STREET THROUGH A CENTRAL ANGLE OF 94° 17'00" (CHORD BEARING N21 °23' L 8"W) FOR AN ARC DISTANCE OF 41.14 FEET TO A POINT OF TANGENCY; THENCE N25° 45' 12"E ALONG THE NORTHWESTERLY LINE OF SAID BLOCK I AND THE EASTERLY LINE OF SAID UNNAMED STREET FOR 95.36 FEET TO THE SOUTHWESTERLY MOST CORNER OF LOT 7, BLOCK I OF SAID SUBDIVISION, BEING THE SOUTHWESTERLY MOST CORNER OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2599 AT PAGE 781; THENCE N37° 42'07"E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL FOR 102.22 FEET; THENCE N57° 33 '01 "E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL FOR 29.41 FEET; THENCE S88 ° 03' 05"E ALONG THE SOUTHERLY LINE OF SAID PARCEL FOR 123.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 86,512 SQUARE FEET (1. 99 ACRES), MORE OR LESS.

PARCEL "Z" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)

FROM COUNTY DEED #2020000249474 RECORDED 10/16/2020

THIS "PARCEL" IS COMPRISED OF 3 SEPARATE LEGAL DESCRIPTIONS, EACH A PORTION OF THE OVERALL

PART 1:

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND BEING A PART OF BLOCK I OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK I OF SAID SUBDIVISION; THENCE N.88° 31'17"W. FOR 123.88 FEET; THENCE S.57° 04'49"W. FOR 29.41 FEET; THENCE S.37° 13'55"W. FOR 102.21 FEET TO THE SOUTHWESTERLY CORNER OF LOT 7 OF SAID BLOCK I; THENCE N.25° 17'00"E. ALONG THE WESTERLY LINE OF SAID BLOCK I FOR 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00'00" FOR 39.27 FEET TO THE NORTHERLY LINE OF SAID BLOCK I; THENCE S.64°43'00"E. ALONG THE NORTHERLY LINE OF SAID BLOCK I FOR 125.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK I AS BEARING S64°43'00"E. CONTAINING 6,313 SQUARE FEET (0.14 ACRES), MORE OR LESS.

PART 2:

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND BEING A PART OF BLOCK I OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK I OF SAID SUBDIVISION; THENCE S.64° 43'00"E. ALONG THE NORTH LINE OF SAID BLOCK I FOR 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00'00" FOR 39.27 FEET TO THE EASTERLY LINE OF SAID BLOCK I; THENCE S.25° 17'00"W. ALONG THE EASTERLY LINE OF SAID BLOCK I FOR 25.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 25 OF SAID BLOCK I; THENCE N.46° 16'54"W. FOR 158.11 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK I AS BEARING S64°43'00"E. CONTAINING 3,616 SQUARE FEET (0.08 ACRES), MORE OR LESS.

PART 3:

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND BEING A PART OF BLOCK J OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK J OF SAID SUBDIVISION; THENCE S.64° 43'00"E. ALONG THE NORTHERLY LINE OF SAID BLOCK FOR 40.00 FEET; THENCE S.25° 17'00"W. FOR 105.00 FEET; THENCE N.57° 35'30"W. FOR 40.31 FEET; THENCE N.49° 56'29"W. FOR 155.13 FEET TO THE WESTERLY LINE OF SAID BLOCK; THENCE N.25° 17'00"E. ALONG THE WESTERLY LINE OF SAID BLOCK FOR 35.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00'00" FOR 39.27 FEET TO THE NORTHERLY LINE OF SAID BLOCK; THENCE S.64° 43'00"E. ALONG THE NORTHERLY LINE OF SAID BLOCK FOR 125.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK J AS BEARING S64°43'00"E. CONTAINING 16,000 SQUARE FEET (0.37 ACRES), MORE OR LESS.

EXHIBIT C

(Shared Use Schedule)

Facility: Gym

Reserve for Ft. Myers Beach Elementary students for basketball and other indoor activities during the following dates/times:

August, September, October,

November, and December Every Wednesday from 8 am to 2 pm

May, June Every Wednesday from 8 am to 2 pm

Facility: Soccer Field

Reserve for Ft. Myers Beach Elementary students for soccer and other activities on the field during the following dates/times:

January and February Every Wednesday from 8 am to 2 pm

1st Friday in December (Field Day) 8 am to 2 pm

Last Full Day of each School Year - date TBD

(End of Year "Family Day") 7 am to 2 pm

Facility: Softball Field

Reserve for Ft. Myers Beach Elementary students for softball and other activities on the field during the following dates/times:

March Every Wednesday from 8 am to 2 pm

Facility: Tennis Courts

Reserve for Ft. Myers Beach Elementary students for tennis and other activities on the courts during the following dates/times:

April Every Wednesday from 8 am to 2 pm

1. **Requested Motion:**

Meeting Date: May 15, 2023

Authorize Town Manager to approve Supplemental Task Authorization #16 Contract RFQ-20-06-AD for the 2023 Annual Beach Profile Monitoring Survey.

Why the action is necessary:

Beach profile monitoring provides information that can be used to assess whether a shoreline is eroding or accreting on a long term basis, the amount of erosion and cut back of beaches during storm events and how the beach recovers after those events.

The beach profile monitoring data will also serve in the bid plans per final design phase for the Estero Island Shore Protection Project.

What the action accomplishes:

Provides beach profile data.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Conduct beach profile monitoring survey of the active beach zone along the shoreline at each R-Monument from C-174A to R-210 including seven (7) half monument profiles. Two (2) additional profile lines will be surveyed at the groin. Survey control information to be used in the survey is presented in Table 1.

Profiles survey shall extend landward to the Florida Department of Environmental Protection (FDEP) monument location or approximately 150 feet landward of the vegetation line, whichever is more seaward. If the point 150 feet landward of the vegetation line cannot be reached because of an obstruction, such as a building, bay water, mangroves or other impassible vegetation or obstacle, then the survey line may be stopped at the obstacle and shall be noted as such in the survey field book. Coastal armoring is generally not an impassible obstacle and is normally to be surveyed. Upland profiles shall extend seaward to a waiting depth deep enough to provide an approximate 50-foot overlap with the offshore portion of the profile survey where environmental conditions allow. Offshore profile survey will extend seaward to the -13.2' NAVD88 contour or 3,000 feet from the shoreline, whichever is least.

The monitoring activities as described herein shall be conducted and provided in accordance with the current version of FDEP's "Monitoring Standards for Beach Erosion Control Projects."

Prepare and submit to the Town a Survey Report within 90 days following completion of the fieldwork. The report shall include:

- signed and sealed surveyor's report
- beach profile plots depicting the 2019, 2020, 2021, 2022 and 2023 surveys
- 2023 mean high water (MHW) shoreline position and 2022-2023 MHW change tables
- 2022-2023 beach profile volume changes to seaward point of active transport (consistent with prior year reporting)

Attachments:

1. 23102_STA 16-Estero Island_20230424

Financial Impact:

The Town's Cost Share is approximately 15% or \$7,068 of the total cost of \$47,120

6. Alternative Action

Do not authorize Town Manager to approve Supplemental Task Authorization #16 Contract RFQ-20-06-AD for the 2023 Annual Beach Profile Monitoring Survey.

7. Management Recommendations:

Authorize the Town Manager to approve Supplemental Task Authorization #16 Contract RFQ-20-06-AD.

8. Recommended Approval:

Chadd Chustz, Environmental Services
Steve Poposki, Community Development Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 4/25/2023
Approved - 4/26/2023
Approved - 4/26/2023
Approved - 5/3/2023
Final Approval - 5/9/2023

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: STA #16

CONTRACT/PROJECT NAME: 2023 Estero Island Monitoring Survey

CONSULTANT: Coastal Engineering Consultants, Inc. PROJECT NO.: _____

SOLICIT NO.: Environmental Assessments & Marine Engineering CONTRACT NO.: RFQ-20-06-AD

REQUESTED BY: Chadd Chustz, Environmental Project Manager DATE OF REQUEST: 04/24/2023

PURCHASE ORDER NUMBER: _____

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: 04/24/2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 04/24/2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 04/24/2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 04/24/2023

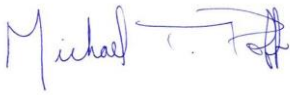
It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____ Date _____ By: _____ Date _____
Department Director Contracts Manager

By: _____ Date _____
Finance Department

ACCEPTED: CONSULTANTS NAME

By:  _____
Consultant/Provider April 24, 2023
Date

TOWN APPROVAL:

By: _____ Date _____ By: _____ Date _____
Town Manager Town Attorney

Date to Proceed: _____ Cost of STA: \$47,013

Completion Due Date: _____

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

2023 ESTERO ISLAND MONITORING SURVEY – JUNE 2023**Overview****STA NO. 16: 2023 Beach Profile Monitoring Survey – June 2023**

The following services will be provided by COASTAL ENGINEERING CONSULTANTS INC.:

1: 2023 Monitoring Survey

Conduct beach profile monitoring survey of the active beach zone along the shoreline at each R-Monument from C-174A to R-210 including seven (7) half monument profiles. Two (2) additional profile lines will be surveyed at the groin. Survey control information to be used in the survey is presented in Table 1.

Profiles survey shall extend landward to the Florida Department of Environmental Protection (FDEP) monument location or approximately 150 feet landward of the vegetation line, whichever is more seaward. If the point 150 feet landward of the vegetation line cannot be reached because of an obstruction, such as a building, bay water, mangroves or other impassible vegetation or obstacle, then the survey line may be stopped at the obstacle and shall be noted as such in the survey field book. Coastal armoring is generally not an impassible obstacle and is normally to be surveyed. Upland profiles shall extend seaward to a waiting depth deep enough to provide an approximate 50-foot overlap with the offshore portion of the profile survey where environmental conditions allow. Offshore profile survey will extend seaward to the -13.2' NAVD88 contour or 3,000 feet from the shoreline, whichever is least.

The monitoring activities as described herein shall be conducted and provided in accordance with the current version of FDEP's "Monitoring Standards for Beach Erosion Control Projects."

Table 1. Estero Island Survey Control Information.

Reference Monument	Easting (ft)	Northing (ft)	Azimuth (deg)
C-174A	666547.875	774787.688	245 & 10
R-175	667127.375	774428.125	248 & 10
Groin 1	666545.625	774582.125	248
Groin 3	666581.375	774489.813	248
R-176	667335.625	773671.125	245
R-177	667878.688	772960.313	220
R-178	668634.375	772145.125	227
R-179	669180.000	771546.125	230
R-180	669931.125	770720.500	210
C-180.5	670330.500	770449.375	205
R-181	670772.875	770198.625	205
R-182	671773.875	769985.625	204
R-183	672566.875	769642.625	205
R-184	673555.375	769229.625	205
R-185	674405.875	768650.125	200

Reference Monument	Easting (ft)	Northing (ft)	Azimuth (deg)
R-186	675299.875	768269.125	205
R-187	676626.590	767772.860	205
R-188	678055.100	766965.700	210
R-189	678958.100	766467.200	210
R-190	679784.100	765887.200	210
R-191	680532.100	765395.700	210
R-192	681339.900	764699.500	210
R-193	681959.100	764084.100	220
R-194	682996.600	763295.600	220
R-195	683662.100	762625.100	220
R-196	684376.000	762037.100	225
R-197	685066.500	761215.400	225
R-198	685859.100	760662.600	225
R-199	686470.100	759735.100	225
R-200	687111.400	759122.000	230
R-201	688006.100	758428.000	235
R-202	688024.400	757304.000	265
R-203	688193.100	755976.100	255
R-203.5	688272.630	755443.650	250
R-204	688540.100	754979.600	265
R-204.5	688840.220	754635.150	250
R-205	689409.900	754511.000	235
R-205.5	689792.530	754046.750	233
R-206	690175.200	753582.500	230
R-206.5	690336.530	752972.300	210
R-207	690818.400	752698.000	190
R-207.5	691336.130	752635.250	190
R-208	691853.900	752572.500	190
R-208.5	692363.640	752548.250	188
R-209	692873.400	752524.000	185
R-210	693980.900	752758.500	195

Prepare and submit to the Town a Survey Report within 90 days following completion of the fieldwork. The report shall include:

- signed and sealed surveyor's report
- beach profile plots depicting the 2019, 2020, 2021, 2022 and 2023 surveys
- 2023 mean high water (MHW) shoreline position and 2022-2023 MHW change tables
- 2022-2023 beach profile volume changes to seaward point of active transport (consistent with prior year reporting)

Total Cost (of Job): \$47,120.00

EXHIBIT BDate: 04/24/2023

COMPENSATION AND METHOD OF PAYMENT FOR
2023 ESTERO ISLAND MONITORING SURVEY – JUNE 2023

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	2023 Monitoring Survey	\$47,120.00	LS	WIPP
TOTAL (Unless list is continued on next page)		\$47,120.00	LS	

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 04/24/2023, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto 04/24/2023 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 04/24/2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
2023 ESTERO ISLAND MONITORING SURVEY – JUNE 2023

Consultant or Sub-consultant Name: COASTAL ENGINEERING CONSULTANTS, INC.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule As Included with Proposal			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 04/24/2023

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
2023 ESTERO ISLAND MONITORING SURVEY – JUNE 2023

CONSULTANT OR SUB-CONSULTANT NAME: COASTAL ENGINEERING CONSULTANTS, INC.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: 04/24/2023

TIME AND SCHEDULE OF PERFORMANCE FOR
2023 ESTERO ISLAND MONITORING SURVEY – JUNE 2023

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1	2023 Monitoring Survey	180 days	180 days

EXHIBIT D

Date: 04/24/2023

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR

2023 ESTERO ISLAND MONITORING SURVEY – JUNE 2023

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
	NONE					

1. **Requested Motion:**

Meeting Date: May 15, 2023

Approve submission of a grant application to the SB-4A Waiver program.

Why the action is necessary:

To seek SB-4A waiver Grant

What the action accomplishes:

Preparation and submittal into the grant queue

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Council Approval

4. **Submitter of Information:**

5. **Background:**

An exciting new program was just announced. It is called the SB-4A Waiver. This program will be available on July 15, 2023 through June 2027 or until the funds run out. The program will be offered on a first-come, first-served basis.

There will be FAQ's to follow from the Department of Emergency Management . This program is defined for recovery and mitigation activity, separate from the normal PA agreement, and offers grants from \$250,000 to \$1,000,000 in advanced payment. This program requires council approval prior to application.

Attachments:

Financial Impact:

Advanced Payment of \$250,000 to \$1,000,000 for Town asset repair or mitigation projects

6. **Alternative Action**

Forgo seeking grant

7. **Management Recommendations:**

Apply immediately for SB-4A waiver grant

8. **Recommended Approval:**

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

Created/Initiated - 5/4/2023
Approved - 5/4/2023
Approved - 5/4/2023
Final Approval - 5/9/2023

1. **Requested Motion:**

Meeting Date: May 15, 2023

Appoint Council Member John R. King as a voting member representing the Town to the Southwest Florida League of Cities Board of Directors.

Why the action is necessary:

Remedy the vacancy on the SWFLC Board of Directors for the Town.

What the action accomplishes:

Provides the Town of Fort Myers Beach a vote at SWFLC Board of Directors meetings

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The Town of Fort Myers Beach has been without a voting member on the SWFLC Board of Directors. The Board of

Attachments:

1. Current 1222 SWFLC ByLaws2023

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 5/3/2023
Approved - 5/4/2023
Approved - 5/4/2023
Final Approval - 5/9/2023



Official Bylaws

Amendments to Article 10 approved by GM on 09/15/22.

Typos corrected 02/07/2022

Amendments to Article 10 approved by EC 6/14/21, GM 9/16/21.

Amendments approved 04/16/2020 with final approval on 5/16/2019, approved by Executive Committee on 5/3/2019-Previously SWFLC BY-LAWS Adopted 12/4/2014 Amended 1/15/2015 Amended 9/15/2016 Amended 3/11/2021

SOUTHWEST FLORIDA LEAGUE OF CITIES, INC.

ARTICLE 1

Name

The name of this organization shall be the Southwest Florida League of Cities, Inc., hereafter referred to as the "SWFLC".

ARTICLE 2

Purposes

The purposes of the SWFLC shall be:

Section 1. To defend Municipal Home Rule as granted in Florida Statutes, Chapter 166. 001

Section 2.

- To bring closer together the cities situated in Charlotte, Collier, Hendry and Lee Counties, Florida, for the purpose of mutual assistance in the solution of local government problems; and
- To study the challenges facing municipalities and to work for the general improvement of local government and its efficient administration in this State through cooperative effort and improved communication;
- To promote the exchange of ideas and experiences in successful methods of local administration;
- To foster municipal education and greater civic consciousness among all citizens; and
- To encourage and work for the welfare of the citizens of the respective cities within the Southwest Florida region.

Section 3. This SWFLC shall be non-partisan.

ARTICLE 3

Membership

Section 1. Any incorporated municipality in Charlotte, Collier, Hendry and Lee Counties, Florida may become a member of the Southwest Florida League of Cities upon its decision to affiliate with the SWFLC and written notification to the SWFLC Board of Directors. Member municipalities' representation will be restricted to elected municipal officials. Each member city in the SWFLC may send as many delegates to SWFLC meetings as the member city desires. At all meetings of the SWFLC, each municipality shall have one vote to be cast by the duly authorized representative of their city as the voting member or their alternate. In the event a municipality's designated voting member cannot attend a meeting, the municipality may advise the SWFLC Executive Director or President of an alternate who may exercise voting privileges.

Section 2. Resignation: Any member city may resign by filing a written resignation with the Secretary.

Section 3. Membership in this SWFLC is not transferrable or assignable.

Section 4. Associate Members: SWFLC may approve and accept associate non-voting members upon payment of dues. Business firms, educational institutions, and non-profit organizations and individuals may be accepted as associate members. Associate members cannot serve as officers of the Board of Directors.

Section 5. Honorary Membership is available to all former elected municipal officials who served in office in the SWFLC district and left office in good standing. Honorary members cannot vote or serve as an officer of the SWFLC. In recognition of their service to the SWFLC, Honorary Past Presidents are not required to pay dues.

Organizational Structure Executive Committee

Section 6. The Executive Committee of the Board of Directors shall consist of the SWFLC Officers defined as the President, Vice President, Treasurer, Secretary and Immediate Past President. Vacancies on the Executive Committee can be filled by a vote of the Board of Directors.

Board of Directors

Section 7. Board of Directors is comprised of the executive committee and the appointed voting member of each municipality as defined in the bylaws.

General Membership

Section 8. General membership is defined as Executive Committee, Board of Directors, Associate Members and Honorary Members. At all meetings of the SWFLC each municipality shall have one vote to be cast by the duly authorized representative of their city. (Voting privilege applicable in Article III section 1).

Section 9. The President shall supervise all business and affairs of the SWFLC. The President shall preside at all regular meetings. The President may sign, with the Secretary or Treasurer, contracts, or other instruments, which the majority of the Board of Directors has authorized except in cases where signing privileges have been delegated. In the absence of the President, the Vice President shall perform the duties of the President and as acting President shall have all powers of and be subject to all restrictions.

ARTICLE 4

Dues

Section 1. Dues in this SWFLC shall be \$.03 per capita with a maximum due of \$3,000. and a minimum of \$250, payable annually by each member municipality.

Section 2. Dues paid by a new member municipality after October 1 of each year shall constitute payment in full for the following calendar year and must be paid no later than January 1.

Section 3. Dues for Associate Members and Honorary members (other than Past Presidents) are set by board policy and must be paid no later than January 1 to be considered in good standing. The current approved Associate Membership/Sponsorship levels are attached as an exhibit to the by-laws. See page 8 for Attachment 1 with fees schedule and benefits.

ARTICLE 5

SWFLC Representation at the FLC State Level Board of Directors

Section 1. The Executive Committee will recommend to the Florida League of Cities Board of Directors for approval, either the President or the Vice President, to represent the SWFLC in the district level seat and will recommend all other positions requested by the Florida League of Cities. One of the two positions to represent the SWFLC at the Florida League of Cities District Level will be from the City Council of Cape Coral, as a top ten city seat. The Cape Coral representative cannot hold both seats on the Florida SWFLC of Cities Board and therefore, if the President of the SWFLC is a Cape Coral Representative, the District Board seat traditionally held by the President will revert to the Vice President.

ARTICLE 6

SWFLC Meetings

Section 1. Regular general membership meetings shall be held on the third Thursday of the month during the months of January, March, May, July, September and November (date could vary based on holiday schedules).

Section 2. A special meeting of the Executive Committee will be held prior to November general meeting to affirm officer positions and discuss any bylaw changes. In the event of a vacancy of an officer position, the remaining officers shall advance to the next office and the remaining office that's open an election will be held. Annual appointment of the Executive

Director shall be recommended by the Executive Committee and voted upon by Board of Directors at the November meeting.

Section 3. Special meetings of the members may be called by the President or not less than one-quarter of the voting membership. The Secretary shall be notified.

Section 4. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either in person, by mail or electronic mail, to each member municipality entitled to vote at such meeting, by or at the direction of the President or notified by the Secretary, on behalf of the membership calling the meeting.

Section 5. Any necessary public advertising required to comply with Florida Sunshine laws will be the responsibility of the attending municipalities and handled and paid for by those cities.

Section 6. Each member municipality will have one vote.

Section 7. A quorum for the transaction of business at any meeting of the SWFLC shall be 40% of the voting members in good standing.

Section 8. Robert's Rules of Order shall govern the proceedings of the SWFLC except as otherwise provided for in the By-Laws of the SWFLC. Meetings will be governed with respect and congeniality.

ARTICLE 7

Officer Advancement/Elections

Section 1. The order of the officer positions are as follows: President, Vice President, Treasurer, Secretary. The President, Vice President, Treasurer and Secretary shall hold office for 1 year concluding in July of each year. At the SWFLC July board meeting, each officer will advance to the next higher position until they reach President of SWFLC. In case of an officer vacancy, there will be an election for the remaining open position. (The term of the SWFLC officers shall coincide with the terms of the FLC Board Seat, which is submitted in time for the FLC Annual Convention appointments.)

Section 2. The President shall supervise all business and affairs of the SWFLC and shall preside at all regular meetings. The President may sign, with the Secretary or Treasurer, contracts or other instruments, which the majority of the Board of Directors has authorized except in cases where signing privileges have been delegated.

Section 3. Vice President: In the absence of the President, the Vice President shall perform the duties of the President and as acting President shall have all powers of, and be subject to all restrictions.

Section 4. The Treasurer shall approve all financial reports and be a member of the annual audit committee. If required by the membership, the Treasurer and Executive Director shall give a bond, to be paid by the SWFLC, for faithful discharge of duties in such sum and with

such surety or sureties as the membership shall determine. The Executive Director shall have charge and custody of, and be responsible for all funds payable to the SWFLC and deposit such funds in such banks, trust companies or other depositories as the SWFLC shall select. An annual audit shall be conducted and presented to the membership in December of each year.

Section 5. The Secretary shall approve the minutes of all the meetings; shall oversee that all notices are duly given in accordance with the provisions of these By-Laws; approve records for the Executive Director and other duties as assigned.

Section 6. An officer may be removed from holding office in the SWFLC by a 2/3 vote of the membership.

Duties of each officer position:

The PRESIDENT is the first ranking officer of SWFLC and is to attend and conduct all executive committee and regular meetings. The President is to participate in locating and planning all meetings and supervise all business and affairs, and general overall oversight of SWFLC. The President approves all contracts and other financial instruments and should be in daily contact with Executive Director.

At the FLC level, the President is the appointee to FLC Board as District 11 Director and is to attend all FLC Board meetings and events, FLC Annual Conference, League Directors meeting at Conference and serve on the Legislative and Resolutions Committee as requested by FLC.

The VICE PRESIDENT (VP) of SWFLC is the second ranking officer and in absence of President, act as President and cover all duties. The VP is to attend and participate in all executive committee and regular meetings, accept assignments from President and should be in daily contact with Executive Director.

At the FLC level, the VP is to attend all appointments and participate in FLC committees as appointed but not limited to the FLC Nominating Committee. The VP is to attend FLC Annual Conference, attend League Directors Meeting at Conference and any other meetings as assigned.

The TREASURER of SWFLC is the third ranking officer and is to attend and participate in all executive committee and regular meetings, accept assignments from President, and assist Executive Director with financial records and matters. The Treasurer shall fulfill the duties and responsibilities of the President in the absence of the President and Vice President

At the FLC level, the Treasurer is to attend FLC Annual Conference, and any other meetings as assigned.

The SECRETARY of SWFLC is the fourth ranking officer and is attend and participate in all executive committee and regular meetings and accept assignments from President. The Secretary is

to assist Executive Director with SWFLC minutes, correspondence, notices and records and shall fulfill the duties and responsibilities of the higher-ranking officers if needed.

At the FLC level, the Secretary is to attend FLC Annual Conference, and any other meetings as assigned.

The PAST PRESIDENT is an executive position and if the Immediate Past President is not available, a former Past President can fill this spot on the executive Committee. The Past President is to attend and participate in all executive committee and regular meetings and be willing to fill an officer vacancy as needed.

ARTICLE 8

Committees

Section 1. The President or Board of Directors may appoint any committees deemed necessary for the business of the SWFLC. Committees will consist of a chairman and at least two additional members and shall serve until a successor is appointed. A committee may also be formed and appointed by a 2/3 vote of the general membership.

Section 2. Vacancies in the membership of any committee may be filled by appointment as made in the same manner as the original appointment.

Section 3. Each member of a committee shall serve on such committee for the term of one year.

Section 4. Unless otherwise provided in the formation or appointment of a committee, a majority of the committee shall constitute a quorum and an act of the majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Each committee may adopt rules for its own governance consistent with these By-Laws.

ARTICLE 9

SWFLC Staff-Executive Director or Executive Assistant

Section 1. Upon recommendation of the Board of Directors, the SWFLC may hire an Executive Director or Executive Assistant. On such occasion, there will be a written contract for services between the Executive Director/Executive Assistant and SWFLC subject to the approval by the Board of Directors. The Executive Director's/Assistant's performance and contract shall be reviewed and voted upon for consideration of renewal annually in November by the Board of Directors.

Section 2. The Board of Directors may determine to cancel the Executive Director's/Assistant's written contract for services with the SWFLC for egregious or repeated failure to perform these prescribed duties prior to the annual review in November.

ARTICLE 10

Contracts, Checks, Deposits and Funds

Section 1. The SWFLC, by a majority vote of the executive committee may authorize an officer or officers of the SWFLC to enter into a contract or execute and deliver an instrument on behalf of the SWFLC.

Section 2. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the SWFLC shall be signed by the Executive Director up to \$250 with notice to the President.

Any transaction over \$250, shall require the additional approval by a majority vote of the executive committee.

Section 3. All funds of the SWFLC shall be deposited to the credit of the SWFLC in such banks, trust companies or other depositories selected by the SWFLC.

ARTICLE 11

Books and Records

The SWFLC shall keep correct and complete books and records of account; shall also keep minutes of the proceedings of its members. All SWFLC books and records may be inspected by any member, or his agent, or any citizen or resident of Charlotte, Collier, Hendry or Lee County for any proper purpose at any reasonable time. Books and records shall be maintained by the SWFLC Executive Director.

ARTICLE 12

Fiscal Year

The fiscal year of the SWFLC shall begin on the first day of January and end the last day of December of each year.

ARTICLE 13

Amendments to By-Laws

A proposed amendment to these By-Laws shall be submitted in writing to the Executive Director for presentation at the next executive committee meeting. The executive committee will vote on proposed changes and then the proposed amendment and recommendation will be presented to the general membership by the President at the next regular or special meeting. If the amendment receives a majority vote, it will be incorporated in the By-Laws of the SWFLC.

ARTICLE 14

Adoption

These By-Laws were adopted by a majority of the voting membership of the Southwest Florida SWFLC of Cities on the September 15, 2022.

Notes:

Changes to Article 10 approved on 9/16/2021, second reading on 11/12/21

New proposed changes to Article 4 and Article 7 put forth at executive committee meeting on 10/12/21 Proposed amendments in Articles 4, 7 and 10 were voted/passed on 01/27/2022. Article 10 changes/clarification voted/passed on 09/15/2022.

CURRENT Sponsorships & Memberships for 2023

Premier Sponsor Package (\$2500)

*Major Presenter at regular SWFLC meeting *Sponsor logo on all meeting materials *4 seats at each regular meeting

Signature Sponsorship (\$1000)

*Presentation opportunity at regular SWFLC meeting *Sponsor logo on all meeting materials
*2 seats at each regular meeting

Business Associate (\$250)

*Networking opportunities *Business Marketing Literature handouts on tables at meetings

*Invited to attend all regular meetings

Non Profit/Grassroots Member (\$200)

*Available to registered non-profits and former local elected officials *Networking opportunities

*Business Marketing Literature handouts on tables at meetings

*1 seat at each regular meeting

Sponsorships and Associate Memberships run

January 1, 2023 through December 31, 2023. Guests are always welcome, but guest fees may apply.