



Fort Myers Beach Town Council

**Town Hall Council Chambers
2731 Oak Street
Fort Myers Beach, FL 33931**

Agenda

Monday, March 17, 2025

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**
 - A. Anchorage Advisory Committee - Cruiser's Appreciation Day
 - B. Anchorage Advisory Committee Appointment
Appoint a new member to the Anchorage Advisory Committee (AAC)
- VIII. APPROVAL OF MINUTES**
 - A. Town Council - March 3, 2025
- IX. CONSENT AGENDA**
- X. ITEMS REMOVED FROM CONSENT AGENDA**
- XI. PUBLIC HEARINGS**
- XII. ADMINISTRATIVE AGENDA**
 - A. Resolution 25-84; CVA Application, Execution and Administration
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPLY FOR, EXECUTE UPON AWARD, AND ADMINISTER A GRANT FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S CLEAN VESSEL ACT FOR FUNDS IN THE AMOUNT \$61,552 WITH A MATCH FROM THE TOWN OF FORT MYERS BEACH OF \$20,517 FOR A PROJECT TOTAL OF \$82,069 FOR PUMPOUTS OF VESSELS WITHIN THE TOWN'S JURISDICTION; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

- B. Resolution 25-87; WCIND Application, Execution, & Administration
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPLY FOR, EXECUTE UPON AWARD, AND ADMINISTER A GRANT FROM WEST COAST INLAND NAVIGATION DISTRICT'S WATERWAY DEVELOPMENT PROGRAM FOR FUNDS IN THE AMOUNT OF \$35,000.00 WITH A MATCH FROM THE TOWN OF FORT MYERS BEACH OF 100% FOR A PROJECT TOTAL OF \$70,000.00 FOR WATERWAY LAW ENFORCEMENT ASSISTANCE; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE
- C. Resolution 25-88, Authorizing Agreement for Water and Storm Water Rate Study
A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND RAFTELIS FINANCIAL CONSULTANTS, INC. TO PERFORM A WATER AND STORMWATER RATE STUDY; PROVIDING FOR AN EFFECTIVE DATE.
- D. Resolution 25-86, 1st Amendment to Softrim Professional Services Agreement
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICE PROVIDER AGREEMENT DATED OCTOBER 1, 2024, WITH SOFTRIM LLC, INCREASING THE NOT-TO-EXCEED AMOUNT FOR THE FIRST CONTRACT YEAR BY \$350,000.00 TO A TOTAL OF \$556,784.00, FOR ADDITIONAL SERVICES AND ITEMS RELATED TO THE RENOVATION OF THE NEW TOWN HALL; AND PROVIDING FOR AN EFFECTIVE DATE
- E. Resolution 25-82, Ratify STA #7 for DRMP RFQ-22-25-AD BORC Value Engineering
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA RATIFYING THE AUTHORIZATION OF STA #7 IN THE AMOUNT OF \$24,000.00 WITH DRMP, INC. FOR VALUE ENGINEERING UNDER RFQ-22-25-AD FOR BAY OAKS RECREATIONAL CAMPUS REDEVELOPMENT PROJECT, WHICH WHEN COMBINED WITH PREVIOUS STA #5 FOR \$55,650.00 AND STA #6 FOR \$6,650.00 FOR THE SAME PROJECT TOTAL \$86,300.00; AND PROVIDING FOR AN EFFECTIVE DATE.
- F. Resolution 25-85, Ratify Andrew Sitework Emergency Contract - South Booster Station 12-19-2024
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN DECEMBER 19, 2024, UNDER THE EMERGENCY PROCUREMENT POLICY TO CONTRACT WITH ANDREW SITEWORK LLC TO TAKE

EMERGENCY PROTECTIVE MEASURES TO MAINTAIN POTABLE WATER PRESSURE BY INSTALLING A GATE VALVE AT THE SOUTH BOOSTER STATION FOR A NOT-TO-EXCEED AMOUNT OF \$129,745.00; AND PROVIDING FOR AN EFFECTIVE DATE.

- G. Resolution 25-89, Ratify Kirkwood Electric Expenditures for New Town Hall
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTIONS OF THE TOWN TAKEN JANUARY 10, 2025, AND JANUARY 27, 2025, UNDER THE EMERGENCY PROCUREMENT POLICY TO APPROVE TWO PURCHASE ORDERS WITH KIRKWOOD ELECTRIC FOR ELECTRICAL WORK RELATED TO THE RENOVATION OF THE NEW TOWN HALL, THE COMBINED TOTAL OF WHICH IS \$76,662.00; AND PROVIDING FOR AN EFFECTIVE DATE.
- H. 25-92, Authorize Amendment #3 to Jacobs Project Management Co Agreement
Authorize the Town Manager to execute Amendment #3 to the Jacobs Project Management Co Agreement.

XIII. FINAL PUBLIC COMMENT

XIV. TOWN MANAGER'S ITEMS

XV. TOWN ATTORNEY'S ITEMS

- A. DiBiasi Settlement Agreement

XVI. COUNCILMEMBERS ITEMS AND REPORTS

XVII. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

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



For special accommodation, 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.

1. **Request:**

Meeting Date: March 17, 2025

Appoint a new member to the Anchorage Advisory Committee (AAC)

Why the action is necessary:

What the action accomplishes:

Fills vacancy on Anchorage Advisory Committee

2. **Agenda:**

ADVISORY COMMITTEES ITEMS
/ REPORTS / APPOINTMENTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Amy Baker, Town Clerk

5. **Background:**

The Anchorage Advisory Committee was established to advise staff and the Town Council on all issues pertaining to the Town's public mooring field.

There is currently one vacancy on the Anchorage Advisory Committee. The Town has received an application from two island residents, Terry Carling-Kelly and Ronald Fleming requesting appointment to the committee. The Council will make the appointment consistent with its procedural rules.

Attachments:

1. Carling-Kelly, Terry
2. Fleming, Ronald

Financial Impact:

6. **Alternative Action**

Do not appoint a new member and readvertise the vacancy

7. **Management Recommendations:**

8. **Recommended Approval:**

Eva Spsychalski, Administrative Resources Coordinator
Amy Baker, Town Clerk
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/6/2025
Approved - 3/6/2025
Approved - 3/9/2025
Approved - 3/10/2025
Final Approval - 3/10/2025

RECEIVED

By Amy Baker at 3:52 pm, Feb 27, 2025



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 02/24/25

Name: Carling-Kelly Terry
Last First Middle initial

Telephone Number: (312) 543-1566

Email Address: terryck#gertck.com

Home Address: 4745 Estero Blvd 1505A

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

Very interested in how we grow this area and attract new boating visitors

Community Involvement:

Volunteer with AARP (drivers' safety and TAX Aid) and Keep Lee Country Beautiful plus Meals and Wheels

Interests / Activities:

active boater and full time resident

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Terry Carthy Kelly

Date

02/24/25

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 3:56 pm, Feb 27, 2025

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☐ No ☒

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☒ No ☐

If yes, what board, etc., and since when? Ft. Myers Beach Fire District

Why are you seeking appointment to this board or committee?

I wish to increase my involvement within our community and the entire aquatic preserve

Community Involvement:

Volunteer at many of our nonprofit organizations activities

Interests / Activities:

Beach, kayaking, biking,

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

02/27/2025

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Fort Myers Beach Town Council

Town Hall Council Chambers

2731 Oak Street

Fort Myers Beach, FL 33931

Minutes

Monday, March 3, 2025

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Allers, Vice Mayor Atterholt, Council Member King, Council Member Safford (virtually) and Council Member Woodson.

Council Member King moved to allow Council Member Safford to participate virtually, seconded by Council Member Woodson.

The motion carried unanimously.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Add MERTF (Marine and Environmental Resources Task Force) and BORCAB (Bay Oaks Recreational Campus Advisory Board) to VII.

Council Member King moved to approve the amended final agenda, seconded by Mayor Allers.

The motion carried unanimously.

V. PUBLIC COMMENT

Attorney David Moscota from Becker & Poliakoff represented property owners abutting the development on Estero and asked for intervenor status. Town Attorney Stuparich commented that the discussion would occur during the public hearing.

Mark Mennen, resident, stated that Bayview was still flooding and the streets were bad with potholes. He suggested that someone look at the drainage at the corner of Albatross on Bayview.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Vice Mayor Atterholt recognized those who served as volunteers on condominium boards, especially post-Ian. He described the challenges involved and thanked them.

Council Member King reported that the AAC (Anchorage Advisory Committee) and MERTF had a joint meeting on February 21, 2025, with a presentation from Captain Chris Wittman, co-founder of Captains for Clean Water. The video was available on the town's website. He thanked the Friends of Lover's Key for their recent event.

Other members said they looked forward to the Shrimp and St. Patrick's Day parades.

A. PROCLAMATION - Safe Boating Week 2025

Mayor Allers read the proclamation and presented it to representatives from the Coast Guard.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

Chair Dave Nusbaum from MERTF encouraged everyone to watch the joint meeting with Captain Wittman. He reviewed Captain Wittman's presentation and noted he would share more information with the town council soon. Chris King received the Murphie Award for cleaning up the beach daily. Vice Mayor Atterholt encouraged the community to write to legislative members to support Everglades restoration funding.

BORCAB Member Ed Schoonover said they voted unanimously to recommend that the town council consider developers donating or purchasing land for pocket parks as a public benefit.

A. Public Safety Committee

PSC Chair Dawn Thomas emailed and distributed a handout regarding e-bikes, which is included in the agenda packet. The PSC recommended that the town council amend the current e-bike ordinance to allow e-bikes on the sidewalks with conditions. Some of the conditions included a sidewalk division, markings to indicate the directional flow to travel with traffic, the pedestrians would be closest to the road to make it easier for them to cross at the crosswalks and adding signage from Gulfview to Avenue C to let cyclists know they have to go with traffic. She referred to the map in the materials regarding when people should walk their bikes. PSC would like to distribute educational materials to rental companies so that they can inform their guests. PSC Member Keran Farrell described the challenges of riding bikes. Chair Thomas proposed creating a lane under the bridge to help people get to the north side of the island safer. She addressed that many visitors were unaware that the sidewalks were shared. Council Member Woodson asked whether they considered designating the sidewalk closest to the beach for pedestrians and the sidewalk on the other side of the road for bicyclists. Chair Thomas loved that idea but did not know it was an option. Council Member Woodson encouraged them to think outside the box.

PSC Member Farrell wondered how it would work in practice. Chair Thomas suggested creating a path from mid-island to Times Square to bypass Estero Blvd. If Estero has to be repaired, a proper bike lane with rumble strips could be added to the road.

VIII. APPROVAL OF MINUTES

- A. Town Council - February 18, 2025
Council Member King moved to approve the minutes, seconded by Council Member Woodson.
The motion carried unanimously.

IX. CONSENT AGENDA

Mayor Allers read the headlines of all the emergency resolutions.
Council Member Woodson moved to approve the consent agenda, seconded by Council Member King.
The motion carried unanimously.

- A. Resolutions 25-61 through 25-64; Extension of Local Emergency - Hurricane Ian

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.

Mayor Allers read the headline of the resolution.
Council Member Woodson moved to approve the resolution, seconded by Council Member King.
The motion carried unanimously.

- B. Resolutions 25-65 through 25-68; Extension of Local Emergency - Hurricane Idalia

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO HURRICANE IDALIA; PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

Mayor Allers read the headline of the resolution.
Council Member Woodson moved to approve the resolution, seconded by Council Member King.
The motion carried unanimously.

- C. Resolutions 25-69 through 25-72; Extension of Local Emergency - Tropical Storm Debby

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO TROPICAL STORM DEBBY PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

Mayor Allers read the headline of the resolution.

Council Member Woodson moved to approve the resolution, seconded by Council Member King.

The motion carried unanimously.

- D. Resolutions 25-73 through 25-76; Extension of Local Emergency - Hurricane Helene

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO HURRICANE HELENE (FORMERLY KNOWN AS POTENTIAL TROPICAL CYCLONE NINE) PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

Mayor Allers read the headline of the resolution.

Council Member Woodson moved to approve the resolution, seconded by Council Member King.

The motion carried unanimously.

- E. Resolutions 25-77 through 25-80: Extending Local State of Emergency, Hurricane Milton

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO HURRICANE MILTON, PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

Mayor Allers read the headline of the resolution.

Council Member Woodson moved to approve the resolution, seconded by Council Member King.

The motion carried unanimously.

X. ITEMS REMOVED FROM CONSENT AGENDA

XI. PUBLIC HEARINGS

Town Attorney Stuparich explained the quasi-judicial procedures. Town Clerk Baker confirmed that all agenda items were properly advertised and noticed and she swore in those providing testimony.

A. Ordinance 25-02; CPD Amendment, 2500 & 2510 Estero Blvd

First reading and public hearing of and ordinance entitled: AN ORDINANCE OF THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA APPROVING/APPROVING WITH CONDITIONS/ DENYING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING, PREVIOUSLY APPROVED BY RESOLUTION 07-28 FOR PARCELS LOCATED AT 2500 AND 2510 ESTERO BLVD., GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-0120A.0100; 19-46-24-W3-01302.0000, TO ADD PARCELS 2518 ESTERO BLVD. AND 2543 COTTAGE AVENUE, GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-01301.0000; 19-46-24-W3-0120A.013A IN FORT MYERS BEACH; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption.

Mayor Allers read the title of the ordinance. Ex parte communications: All council members met with the owners, adjacent property owners and received emails for and against. Vice Mayor Atterholt also watched both LPA (Local Planning Agency) meetings and was familiar with the area.

Experts for the applicant include Ken Gallander, Patrick Vanasse, Laura Tefft and Brandon Frey. The applicant confirmed receipt of the agenda and background materials.

Community Development Principal Planner Judith Frankel reviewed the background of the request as stated on the blue sheet. She noted there were two applications, and the town attorney felt it was better to separate them, resulting in two ordinances. One was to expand the existing CPD (Commercial Planned Development) by changing the zoning district and the other was to expand the schedule of uses to allow a mobile food truck park. Attorney Noel Davies indicated that the applicants had made revisions since the LPA hearings. The presentation started with the Background-Entitlements. Dan Myers, applicant, addressed people's concerns regarding live music. Town Attorney Stuparich explained that comments regarding the mobile food truck park should be included in the second ordinance. This ordinance dealt with the zoning issue only.

After discussion, it was decided to combine the two discussions here but vote on each ordinance separately.

Attorney David Moscota represented the intervening parties. He objected to hearing both items together and felt it was important to distinguish between the two. Council members agreed to separate the discussions into two parts.

Jamie Hotka, applicant, explained that they initially purchased the additional lots for themselves and a rental property.

Mr. Gallander continued the presentation with the Request, Existing CPD Boundary, Zoning Map and Location, Site Design & Compatibility.

Attorney Moscosa requested intervenor status on this item and the second one. He explained that the uses were more intense and intrusive, and his clients were shocked that a commercial use would be next to their property. Attorney Davies objected to the intervenors being given special status and stated they could speak during public comment. He did not object to giving them more time to comment.

Mayor Allers moved to allow intervenor status and allow them to speak for five minutes outside the public comment on this hearing, seconded by Vice Mayor Atterholt.

The motion carried unanimously by roll call vote.

Attorney Moscosa thanked the council for allowing the intervenors to speak. He stated the applicant initially purchased the property for peace and quiet and it was ironic that he proposed a commercial development that would create noise. He indicated it was more intrusive than what could be developed. He described how the neighbors would be affected.

Tom Danford, resident and neighbor, brought up policy 16.2.1, which restricts the rezoning of residential lots to be included in the existing commercial use and the other parcels. He thought the request should be denied because the impacts on the remaining residential lots immediately adjacent to the development were unfathomable.

Derek O'Loughlin, resident, requested intervenor status. Town Attorney Stuparich stated that intervenors represented by Attorney Moscosa should speak first.

Gary Fields, resident of Pelican Watch, indicated they would prefer an enclosed restaurant. He reviewed his lifetime experience with development and explained that the tax base of the development would bring the tax property base down and the property owners would get reassessed. He supported improvement in the area, but this would not accomplish that. He described what they asked for from the applicants and noted they made very little progress. He emphasized the demand was not there and asked that they focus on getting people back. He asked council members whether they would purchase a condo next to a food truck park. He did not have a problem with a restaurant on the property.

Attorney Davies rebutted the statement that he was a liar in his presentation. He reiterated that they met the criteria and asked that they move it to the second reading. Attorney Moscosa clarified the misrepresentation of the lie. It was a fact that what they were proposing was more intense, not allowed and more intrusive to the neighboring property owners.

David Tezak and Derek O'Loughlin requested intervenor status.

Mayor Allers moved to allow Mr. Tezak and Mr. O'Loughlin intervenor status with a limit of five minutes per person, seconded by Vice Mayor Atterholt.

The motion carried unanimously by roll call vote.

Mr. Tezak described the property's history and noted the applicants took a small part of it and wanted to put in a big development. He stated that spot zoning was illegal in Florida and would alter the neighborhood. He explained how it would devalue his property. He indicated that no one had reached out to him.

Derek O'Loughlin, resident, thought he had moved into a residential neighborhood. He did not have a problem with development but did with the purpose and use. His issue with the zoning was that the applicant would be only 10 feet away from his property. According to the town's rules, he should have a 25-foot buffer. He described how intense the development would be. He stated that his house would be elevated and would look down on the project.

Principal Planner Frankel clarified that the property was under the Boulevard future land use designation and included mixed-use. One of the properties was zoned Commercial Boulevard and the other was Residential Multifamily. She reviewed the guidelines and findings in the LDC (Land Development Code) included in the agenda packet. Staff recommended approval as all LDC and Comprehensive Plan (Comp Plan) criteria had been met. The LPA unanimously recommended approval. She explained why what they were requesting was not spot zoning.

Public comment:

Susan Bonfigli, resident, was concerned about adding a driveway into the CPD off Cottage Ave.

Deb Danford, resident, described what businesses would be allowed in the area and asked how a food truck park fit into the description.

Monica Tezak, resident, indicated that Cottage and Chapel were only 30 feet wide and would not carry the load for the development. The roads were never designed for commercial property.

Ed French, resident, commented that it was a great neighbor with some pressures and the neighborhood kept getting chipped away with commercial intrusion.

Kelli O'Loughlin, resident, noted that the neighborhood in front of them was zoned residential when they purchased the property. They bought the property because of the surrounding homes.

Kirk Banarian, resident, mentioned that the applicant's attorney said that property values should not be considered. The development was also 10 feet away from Pelican Watch. He discussed how lower property values would affect the neighbors.

Lyle Grenz, resident, wondered why the properties were purchased over a few years under the company's name if he wanted them for his family.

Public comment closed.

Town Attorney Stuparich did not consider this request a spot zoning case.

Mayor Allers moved to move it to a second reading on April 7, 2025, at 9:00 a.m., seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

B. Ordinance 25-01; DCI20240137.2, Mobile Vending/Food Truck Park CPD Amendment

1. First reading and public hearing of and ordinance entitled: AN ORDINANCE OF THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA APPROVING WITH CONDITIONS THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING FOR THE PROPERTY LOCATED AT 2500, 2510 AND 2518 ESTERO BLVD. AND 2543 COTTAGE AVENUE, GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-0120A.0100; 19-46-24-W3-01302.0000; 19-46-24-W3-01301.0000; 19-46-24-W3-0120A.013A IN FORT MYERS BEACH, TO ALLOW A MOBILE VENDOR/FOOD TRUCK PARK WITH SHARED PARKING; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption.

2. Request from Pelican Watch Condominium Association, Thomas F. and Debra Danford as managers and members of Coastal Cottages LLC, and Edwin T. French III, to have Intervenor Status.

Mayor Allers read the title of the ordinance and Request 2. The applicant confirmed receipt of the agenda and background materials.

Principal Planner Frankel reviewed the background of the request as stated on the blue sheet. The LPA voted to recommend approval 4-3 with conditions. The proposed MCP (Master Concept Plan) and schedule of uses would include mobile vendors, transient merchants with outdoor seating, entertainment, a recreation area, consumption on premises for beer and wine only and a commercial parking lot. She noted that the state preempted the town from requiring local permitting in addition to a mobile food dispensing vehicle license obtained from the Florida Department of Business and Professional Regulation. The LDC does not provide specific parking requirements for mobile vendor parks, so staff researched similar mobile vendor park regulations in the area. Staff determined that the parking guidelines made sense and were compatible with the proposed use.

Principal Planner Frankel reviewed the schedule of uses and the deviations. She added that there was an extensive list of conditions to address as many of the neighbors' comments as possible. Mayor Allers read the question submitted to FEMA regarding food trucks and FEMA's reply into the record. Town Attorney Stuparich noted that FEMA did not specifically address a food truck park in their reply. Principal Planner Frankel stated that staff recommended approval with conditions and she thought they needed all the conditions listed. Town Attorney Stuparich added that there may not have been as many conditions if the town had a food truck ordinance.

Council Member Woodson questioned whether Principal Planner Frankel had experience regarding the testimony about declining property taxes. Principal Planner Frankel could not comment on property values, but she felt the development was a transition-appropriate use.

Attorney Davies discussed the flexibility of the PD (Planned Development) process.

Mr. Gallander started the presentation with Location, Site Design and Compatibility and Master Concept Plans. Council Member Woodson asked whether they considered flipping the food truck park closer to Chapel St. Mr. Gallander replied that they evaluated many scenarios and that this was the best way to utilize the access points for parking. The next slide was the Master Concept Plan with Green Space/Buffers & Aerial Overlay, Concept Views: Overall Site, South, Corner of Estero & Chapel, Chapel Street, Corner of Chapel & Cottage, North along Cottage, Cottage Avenue, Southwest from Estero Blvd., South from Estero Blvd. Pathway, Southeast from Parking Area, West from Parking Area, Southwest from Estero Pathway, Southeast from Estero Pathway, Location, Site Design & Compatibility, Transportation & Parking, Parking - Revised, Proposed Conditions/Commitments and Findings & Conclusion.

Council Member Safford asked how they would handle people who only stopped in to pick up food. Mr. Gallander replied that short-term parking would be free or reduced. He estimated that the project would be completed in a year or two. Vice Mayor Atterholt questioned who they thought their typical customer would be. Mr. Myers replied that his ideal customers were vacationers. Vice Mayor Atterholt asked how critical live music seven days a week was to support the draw. Mr. Myers responded that he did not think it was a main piece of their business model but needed to maintain operational flexibility. He stated they would not have music eight hours a day, seven days a week. Mr. Hotka indicated they were not building a club; they wanted background music so people could talk over dinner. He was not sure whether they would have live music but wanted flexibility. He thought the food truck park was a good idea and would attract people. Mr. Myers described previous ideas for the land, but many options did not make sense for their return on investment. They will present another plan with an increased buffer at the next hearing.

Attorney Moscosa stated the intervenors were directly aggrieved parties adjacent to the project or experts hired by them. Attorney Davies objected to the intervenors being given special status and said they could speak during public comment. He suggested that appraisal testimony be given the appropriate weight since it was not specifically addressed in the rezoning criteria.

Max Forgey reviewed his experience as a planner.

Mohsen Salehi reviewed his experience as a planner.

Matt Simmons reviewed his experience as a real estate appraiser.

Vice Mayor Atterholt moved to accept all three as experts in their fields and allow them to speak for five minutes each, seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

Mr. Salehi was responsible for the transportation element of the town's Comp Plan and described an error in the 2024 TIS (Traffic Impact Study).

Mr. Forgey reviewed his submitted report and discussed three reasons for denying the project. One is the Comp Plan's definition of Boulevard, the second is the lack of a traffic study and the third is incompatibility as Florida law defines it. The proposed uses were more intense and intrusive and were the core of the case for the opposition. He suggested they should adopt an ordinance that regulates the use.

Mr. Simmons felt that introducing the use at this location would have a negative impact on the property values associated with the residential uses. He felt there were components within the criteria that reference proposed new uses needing to be sensitive to existing residential uses.

He noted that he could not find a food truck park that was this close to adjacent residential uses for their value impact study. He referred to a 2017 study of food truck parks in Oregon that specifically analyzed properties directly adjacent to a food truck park. The study found negative impacts. He projected that some properties at Pelican Watch would be negatively impacted by about 9% and others may be more. He added that potential buyers for units in Pelican Watch walked away after learning about the development.

Gary Fields, resident, noted there would be at least a \$3 million loss to Pelican Watch owners. Pelican Watch owners requested no music, but the applicants turned them down. He did not think putting a restroom within 20 feet of Pelican Watch's swimming pool was being a good neighbor. He felt that 30 conditions on a development was a huge red flag. He asked that they turn it down or severely restrict it because it was the wrong place for live music. He added that Pelican Watch owners submitted a list of conditions regarding the music. They asked that music be played two days per week between 2-8 p.m. and only for three hours per day.

Ed French, resident, brought up the six deviations and 29 conditions. He wanted the applicant to operate within the zoning schedule. He would prefer a brick-and-mortar restaurant but acknowledged that the design was improving. He felt the additional traffic would affect his property and asked that his property be respected. He supported music on Fridays and Saturdays between 2-8 p.m. with three hours per session.

Deb Danford, resident, agreed with the experts' reports. She discussed compliance with the Comp Plan and asked whether food truck park rules should have been developed first. She brought up the potential Pelican Watch buyers who walked away from the sale after hearing about the food truck park and stated that their property values would go down. She asked how another parking lot and a food truck park would stimulate the development of the island. She wondered if their vision was more food truck parks instead of brick-and-mortar buildings. She added that the food truck parks in surrounding areas were not in a residential neighborhood. She discussed FEMA compliance and building codes. She supported the restrictions brought up, but she was concerned about how the music would be controlled and how it would be enforced.

She was concerned about traffic and crowd noise at special events and supported additional buffers around the development.

Tom Danford, resident, endorsed the expert's positions. He discussed the Comp Plan and noted that the town was to protect residential neighborhoods from intrusive commercial activities. He stated that food trucks were intended to exist as a temporary use only, not to complement the extensive and available existing uses. He did not think the comfort station would be used by residents and felt the space was too small to handle the uses and the increased traffic. He mentioned FEMA requirements and losing insurance savings. He did not share the staff's position and stated the development would be impactful and intrusive. He commented that the project did not fit the location.

Attorney Moscosa submitted copies of materials that were provided earlier. He discussed the loss of housing stock and the depreciation of tax revenue. He read policy 4(b)5 into the record. He noted that Mom's food truck was given a temporary permit because food trucks were not contemplated as permanent businesses for the zoning designation. There were concerns from the neighbors about the comfort station promoting vagrancy. He felt the appropriate avenue was to draft a food truck park ordinance and codify it before approving the development. He asked them to consider the impact on the property values, the impact on the town's tax revenue and the fact that the use did not fit because it was intrusive. There were not enough guarantees for the neighboring property owners' safety, welfare and investment expectations. It would affect their enjoyment and peace of their beachfront property.

Principal Planner Frankel read the findings and conclusions.

Public comment:

Suzanne Todd, resident, commented that they have been there since 1981 and she was concerned about more trash on the beach and birds at the food truck park.

Vince Todd, resident, noted that Pelican Watch had lost three sales so far and wondered how many would follow.

Jan Krause, resident, was concerned about the boundary line by the pool and people climbing over the fence. She asked that they consider the children and having to listen to profanity.

Kirk Banerian, resident, asked that his comments from the previous hearing be repeated here. He commented on the deviation regarding 30 feet on Chapel Street and how traffic would back up on Estero Blvd. He supported brick-and-mortar businesses and thought the food truck park would detract from those. He asked whether they wanted food trucks to be part of their land usage and adjacent to residential areas in the future.

Amy Loughrey, resident, would rather live across from a food truck park than the fire department. She discussed what used to be in the area and noted the music from the Reef across the street was loud. She commented that it was more of a mixed commercial area and the restaurant seated 200 people. She supported food trucks and asked that they move forward with the project.

Derek O'Loughlin, resident, emphasized the boundaries of the music and the bar. He asked that before the applicant concedes to anything, it be set in stone. He wanted the end product so they could make a good decision.

Erica Perez, resident, supported the food truck park and felt it could be a positive draw to the town. It would create a vibrant community space and bring positive change to the island.

Lyle Grenz, resident, brought up alcohol consumption within 500 feet of a church. He suggested they find out what was going on with the church before approving the project.

Public comment closed.

Principal Planner Frankel read the conditions for approval. Vice Mayor Atterholt proposed a compromise of amplified live music two days per week between 2-8 p.m. for three hours per session. Council Member Safford suggested that special events be limited to six events per year. Principal Planner Frankel explained the LPA's quarterly operational compliance plan requirement in Condition 29. Council Member King said it was the department of redundant redundancy and thought the requirement was a burden on the applicant and staff since the code compliance department was already doing exceptional work. Council Member Safford felt it was government-heavy and did not want to go down that road. Council Member Woodson agreed that it was overstepping. Mayor Allers agreed with members' comments.

Mr. Gallander added the fence to the conditions and said management would control the music at an acceptable decibel limit. He requested to extend the hours of operation to 10:00 p.m.

Council Member Safford asked that they expand on how the short-term parking would work and how to manage door dash drivers. Council Member King brought up installing shade sails so the neighbors did not have to look at the parking lot and he wondered if they would help buffer the sound. Vice Mayor Atterholt appreciated their willingness to consider the additional restriction on live amplified music and limiting the number of festivals.

Council Member Woodson agreed with installing shade sails to block the view.

Attorney Davies indicated they would take a good look at the additional conditions.

Mayor Allers moved to approve moving the ordinance to a second reading on April 7, 2025, at 9:00 a.m., seconded by Council Member Safford.

The motion carried unanimously by roll call vote.

- C. Resolution 25-55; VAR20240233, 1479 Estero Blvd. (Lani Kai) CONTINUED FROM FEBRUARY 3, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE VAR20240233: 1) A VARIANCE TO REMOVE REQUIRED PARKING ASSOCIATED WITH THE USE OF THE LOT AS A 25-UNIT HOTEL/ MOTEL; 2) A VARIANCE TO REMOVE SITE DESIGN REQUIREMENTS SUCH AS PROVIDING LIGHTING FOR VEHICLE AND PEDESTRIAN USES, TURN-AROUND AREA SUFFICIENT TO ALLOW 90-DEGREE PARKING AT THE END OF A ROW, THE ABILITY TO TURN-AROUND AND EXIT THE LOT IN A FORWARD ORIENTATION, STACKING REQUIREMENTS, ADDITIONAL DRAINAGE AND PARKING LOT LANDSCAPE REQUIREMENTS AS DESCRIBED IN SEC. 10-416(C); 3) A VARIANCE TO REMOVE REQUIREMENTS WHICH LIMIT DRIVEWAY WIDTHS TO A MAXIMUM OF 25-FEET; AND 4) A VARIANCE TO ALLOW INTERNAL AISLE WIDTH FOR TWO-WAY TRAFFIC BE NO LESS THAN 22-FEET IN WIDTH. FOR THE PROPERTY LOCATED 1479 ESTERO BLVD.; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Allers read the title of the resolution. No ex parte communications were disclosed.

Community Development Senior Planner Jason Smalley reviewed the background of the request as stated on the blue sheet. He indicated the applicant submitted an alternative landscape and tentative lighting plan in the packet. The hotel use required 20 parking spaces, which left an additional 23 parking spaces for commercial parking. He stated that the applicant did not have to submit a drainage plan unless they expanded the footprint. The applicant requested the removal of the requirement to have an attendant at the entrance to the lot. The attendant will meet the person when they park. Attorney Robert Burandt represented the applicant and reviewed the background of the parking lot. He agreed with everything Senior Planner Smalley said.

No public comment.

Council Member Woodson moved to approve the resolution with the conditions, seconded by Vice Mayor Atterholt.

The motion was carried unanimously by roll call vote.

- D. Resolution 25-28; SEZ20240186, 1479 Estero Blvd (Lani Kai)
(CONTINUED FROM JANUARY 8, 2025 PUBLIC HEARING-LANI KAI PARKING)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20240186 FOR USE OF AN EXISTING LOT TO PROVIDE COMMERCIAL PARKING SPACES IN THE DOWNTOWN ZONING DISTRICT OF THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE FOR PROPERTY LOCATED AT 1479 ESTERO BOULEVARD; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. No ex parte communications were disclosed.

Senior Planner Smalley reviewed the background of the request as stated on the blue sheet.

No public comment.

Council Member Woodson moved to approve with conditions, seconded by Mayor Allers.

The motion carried unanimously by roll call vote.

- E. Ordinance 24-03; Bicycle Safety

First reading and public hearing of and ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING ARTICLE III "BEACH BICYCLE AND VEHICLE SAFETY" OF CHAPTER 28 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES OF FORT MYERS BEACH, FLORIDA, TO ALLOW THE OPERATION OF ELECTRIC BICYCLES ON SIDEWALKS; ESTABLISHING SAFETY REGULATIONS; ESTABLISHING A MAXIMUM SPEED AND PASSING PROCEDURES; REQUIRING OPERATION WITH THE FLOW OF TRAFFIC; ESTABLISHING RESPONSIBLE PARTIES AND PENALTIES; ESTABLISHING ADDITIONAL REGULATIONS FOR THE SAFE OPERATION OF BICYCLES ON SIDEWALKS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS OF LAW, AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption.

Mayor Allers read the title of the ordinance. Town Attorney Stuparich noted that items discussed by the Public Safety Committee (PSC) were included in the ordinance. She did not find any prohibition in Lee County's ordinances regarding e-bikes using sidewalks; however, they will ensure the county is okay with what the town is proposing before the second reading. She reviewed substantive changes in the ordinance and conditions. Council Member Woodson commented that 15 mph on sidewalks was too fast, and the PSC recommended less than 10 mph. Due to pedestrian congestion, the PSC also recommended that people walk their bikes from Avenue C to Times Square. Town Attorney Stuparich commented that adding dividing lines to the sidewalks would have to be discussed with Lee County.

Vice Mayor Atterholt forwarded language submitted by a constituent for Town Attorney Stuparich's review. He felt that 15 mph from Red Coconut to Times Square was too fast on the sidewalk. Council Member King suggested they track data and revisit the issue in a year. Council Member Safford did not think they should require people to walk their bikes in certain areas. Vice Mayor Atterholt referred to the email from the constituent. Council Member Safford thought that people who break the rules should be fined. Operations and Compliance Director Frankie Kropacek said they would fine those who threatened public safety. Council Member Safford did not think the current fine of \$50.00 was high enough. Discussion was held regarding issuing a citation for going 12 mph versus someone endangering the public. Council Member Woodson brought up installing signs.

Public comment:

Debra DePauw, resident, commented that people should use common sense. Today, a jogger ran towards her when she was riding in the bike lane, and she had to move to the sidewalk. She supported e-bikes on the sidewalks. She thought adding signs would help, but not lines on the sidewalks. She asked that the graphics on the bike lanes be repainted because they were fading. She referred to the green paint on Andre Mar. She noted that people using wheelchairs would have difficulty traveling on the side next to the road because of driveway cutouts. She asked that the sidewalks be cleaned off and she referred to a bike safety brochure.

Mr. Williamson stated that he always followed the rules of the road and thought the sidewalks were for pedestrians. He noted that it was difficult to pass on the sidewalk and the road. He described how easy it was to scare pedestrians while riding on the sidewalks.

Public comment closed.

Town Attorney Stuparich reviewed the changes she would make before the second reading.

Council Member King moved to move the ordinance to a second reading with the changes, seconded by Mayor Allers.

The motion carried unanimously by roll call vote.

XII. ADMINISTRATIVE AGENDA

- A. Special Event - Off Duty Fishing Series hosting 3rd Annual Red Grouper Bash

Approval of a waiver of enforcement of the Town's open container and noise ordinance during the 3rd Annual Red Grouper Bash, to be held at Moss Marina on March 7, 2025 from 4:00 pm to 9:00 pm on March 8, 2025, as requested by Off Duty Fishing Series, and subject to further approval by the FMB Fire Control District and Lee County Sheriffs Office.

Mayor Allers read the request.

Vice Mayor Atterholt moved to approve the waiver, seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

- B. Resolution 25-83; Ahtna Change Order #2 and #3 ITB-24-03-EN

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE 1) CHANGE ORDER #2 TO CONTRACT ITB-24-03-EN BETWEEN THE TOWN OF FORT MYERS BEACH AND AHTNA MARINE AND CONSTRUCTION COMPANY, LLC TO ADD 14 DAYS OF CONTRACT TIME TO CONSTRUCT THE ESTERO ISLAND BEACH RENOURISHMENT; AND 2) CHANGE ORDER #3 TO CONTRACT ITB-24-03-EN BETWEEN THE TOWN OF FORT MYERS BEACH AND AHTNA MARINE AND CONSTRUCTION COMPANY, LLC TO REPAIR EROSION CAUSED BY HURRICANES HELENE AND MILTON BY RE-CONSTRUCTING THE BEACH BETWEEN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RANGE MONUMENTS R-176 AND R-179 FOR A COST NOT TO EXCEED \$631,930.00; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Environmental Projects Manager Chadd Chustz reviewed the change orders and noted that FEMA would pay for the majority.

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

The motion carried unanimously by roll call vote.

- C. Resolution 25-81; Florida Marine Contracting & Recovery

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING THE FIRST AMENDMENT TO THE EMERGENCY SERVICE PROVIDER AGREEMENT DATED DECEMBER 2, 2024 WITH FLORIDA MARINE CONTRACTING & RECOVERY, LLC, WHICH WAS PREVIOUSLY RATIFIED BY THE TOWN COUNCIL ON JANUARY 8, 2025, TO NOW: 1) EXTEND THE TERM OF THE AGREEMENT RETROACTIVELY FROM JANUARY 11, 2025 TO APRIL 30, 2025; 2) INCREASE THE NOT TO EXCEED AMOUNT BY \$1,800,000.00 FOR A TOTAL OF \$2,000,000.00; AND UPDATE PRIOR TERMS AND CONDITIONS AS REQUIRED BY FLORIDA AND FEDERAL LAW, TO CONTINUE TO REMOVE DEBRIS FROM WATERWAYS IN THE TOWN OF FORT MYERS BEACH CAUSED BY HURRICANES HELENE AND MILTON AND DISPOSE OF DEBRIS AT AN AUTHORIZED WASTE MANAGEMENT SITE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Projects Manager Chustz explained the reason for the extension and noted that FEMA should reimburse most of the cost.

Council Member King moved to approve the resolution, seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

- D. Resolution 25-60, Sole Source Purchase of Wachs Valve Exerciser for Water Mains
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE PURCHASE OF A VALVE EXERCISER FROM E. H. WACHS UTILITY PRODUCTS AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$93,185.20; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Allers read the title of the resolution. Community Services Director Jeff Hauge explained that this was the result of breaks. The equipment will be paid for by insurance and FEMA.

Vice Mayor Atterholt moved to approve the resolution, seconded by Council Member King.

The motion carried unanimously by roll call vote.

XIII. FINAL PUBLIC COMMENT

No public comment.

XIV. TOWN MANAGER'S ITEMS

Director Kropacek stated that a letter was sent to the former Fresh Catch restaurant's property owner on February 26, 2025, because they were in violation of the red tag policy. The town was scheduled to demolish the property on March 5, 2025. Director Kropacek reviewed previous communications.

Human Resources Manager Talissa Oliveira provided an update on replacing the town manager. They were in the final stages of background screening and verifying references. Her target was to have five qualified candidates for interviews at a special town council meeting on March 25, 2025. She clarified that candidates did not necessarily have to live on the island, but they had to get on the island in 30 minutes.

Director Hauge stated that the floor in Bay Oaks would be epoxy in late March or early April. Bay Oaks should be ready to open after the toilets are installed.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich stated she had been working with code and the team to develop procedures regarding compliance issues for shipping containers.

Operations & Compliance Manager Thomas Yozzo reported that the six cases scheduled for DOAH (Division of Administrative Hearings) tomorrow had come into compliance. Cases scheduled for April were also working on compliance. As long as people comply, they will not be fined.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

No items.

XVII. ADJOURNMENT

Council Member King moved to adjourn, seconded by Council Member Woodson. The motion carried unanimously.

1. **Request:**

Meeting Date: March 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPLY FOR, EXECUTE UPON AWARD, AND ADMINISTER A GRANT FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S CLEAN VESSEL ACT FOR FUNDS IN THE AMOUNT \$61,552 WITH A MATCH FROM THE TOWN OF FORT MYERS BEACH OF \$20,517 FOR A PROJECT TOTAL OF \$82,069 FOR PUMPOUTS OF VESSELS WITHIN THE TOWN'S JURISDICTION; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

Why the action is necessary:

Council approval requested to move forward with the grant request.

What the action accomplishes:

Designates signatory authority and authorization to apply for and manage CVA funding requests.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Joe Onzick, Finance Director,
Frankie Kropacek, Operations &
Compliance Director, Curtis
Ludwig, Harbormaster

5. **Background:**

Florida Department of Environmental Protection

The Town of Fort Myers Beach intends to submit an application to the Florida Department of Environmental Protection's Clean Vessel Act Program, for a grant. The objective of this grant is to ensure boaters do not discharge raw sewage into freshwater or within coastal salt water limits in an effort to help keep our waters clean.

The Town of Fort Myers Beach is respectfully requesting \$61,551.75 along with a match for fiscal year 25-26 of \$20,517.25.

This Resolution allows for the Town Manager, and/or designee to sign and execute any required documentation to apply for, execute and administer grant.

Attachments:

1. 25-84 - CVA Application, Execution & Administration
2. Estimated Project Budget

Financial Impact:

Florida Department of Environmental Protection anticipated total project amount: \$82,069.00, with \$61,551.75 being funded by the grant, and \$20,517.25 is a match by the Town funded by pump-out fee revenue.

6. **Alternative Action**

Do not approve and do not apply for this grant.

7. **Management Recommendations:**

To approve.

8. **Recommended Approval:**

Flor Lemmer, Grants & Payroll Coordinator
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/6/2025
Approved - 3/6/2025
Approved - 3/9/2025
Approved - 3/10/2025
Final Approval - 3/10/2025

RESOLUTION NO. 25-84

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPLY FOR, EXECUTE UPON AWARD, AND ADMINISTER A GRANT FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S CLEAN VESSEL ACT FOR FUNDS IN THE AMOUNT \$61,551.75 WITH A MATCH FROM THE TOWN OF FORT MYERS BEACH OF \$20,517.25 FOR A PROJECT TOTAL OF \$82,069 FOR PUMPOUTS OF VESSELS WITHIN THE TOWN'S JURISDICTION; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the Town has an opportunity to apply for grant funding from the Florida Department of Environmental Protection's Clean Vessel Act ("Grant") for pump outs of vessels within the Town's jurisdiction ("Project"); and

WHEREAS, the Town will commit \$20,517.25 in funds to complete the match requirement, which funding will be requested in the 2025-2026 Fiscal Year Budget for the Project; and

WHEREAS, the Town desires to apply for the Grant in the amount of up to \$61,551.75 to provide the Town with funds to complete the Project, for a total project cost of \$82,069.00; and

WHEREAS, to apply for the Grant, a Resolution of the Town is required designating a "Liaison Agent," and authorizing the Liaison Agent to apply for and administer the Grant on behalf of the Town; and

WHEREAS, the Town desires to designate the Town Manager or designee as Liaison Agent and authorize the Town Manager or designee, to apply for, execute, and administer the Grant on behalf of the Town; and

WHEREAS, applying for the grant is in the best interest of the residents of the Town.

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

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

Section 2. The Town Council hereby designates the Town Manager or designee as Liaison Agent and authorizes the Town Manager or designee to apply for the Grant in the amount of up to \$61,551.75 and upon award administer the grant on behalf of the Town, to be used for pump outs of vessels within the Town's jurisdiction.

Section 3. The Town Council authorizes the budgeting of \$20,517.25 in matching funds for the grant in the 2025-2026 Fiscal Year Budget.

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

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

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

ADOPTED this 17th day of March 2025 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:**

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 17th day of March 2025.

Estimated Project Budget

Tasks	Category	Total Amount	75% grant (Automatically calculated)	25% match (Automatically calculated)
Permits	Miscellaneous Expenses	\$ 0.00	\$ 0.00	\$ 0.00
Site Preparation	Contractual Services	\$ 0.00	\$ 0.00	\$ 0.00
	Salaries	\$ 0.00	\$ 0.00	\$ 0.00
Renovation	Contractual Services	\$ 0.00	\$ 0.00	\$ 0.00
	Salaries	\$ 0.00	\$ 0.00	\$ 0.00
Equipment Purchase	Equipment	\$ 0.00	\$ 0.00	\$ 0.00
Equipment Installation	Contractual Services	\$ 0.00	\$ 0.00	\$ 0.00
	Salaries	\$ 0.00	\$ 0.00	\$ 0.00
Operations of Equipment	Contractual Services	\$ 0.00	\$ 0.00	\$ 0.00
	Salaries	\$ 45,953.60	\$ 34,465.20	\$ 11,488.40
Maintenance and Repair	Contractual Services	\$ 10,000.00	\$ 7,500.00	\$ 2,500.00
	Supplies	\$ 6,000.00	\$ 4,500.00	\$ 1,500.00
	Salaries	\$ 5,615.40	\$ 4,211.55	\$ 1,403.85
Sewage Hauling	Contractual Services	\$ 13,500.00	\$ 10,125.00	\$ 3,375.00
Pumpout Signage	Miscellaneous Expenses	\$ 500.00	\$ 375.00	\$ 125.00
	Salaries	\$ 0.00	\$ 0.00	\$ 0.00
Education and Instructional Materials	Miscellaneous Expenses	\$ 500.00	\$ 375.00	\$ 125.00
	Total Project Amount 100%	\$ 82,069.00		
	Total Grant Award Amount (no greater than 75%)		\$ 61,551.75	
	Total Match Amount (no less than 25%)			\$ 20,517.25

Note: The facility should include estimated hourly rate of pay for all in-house labor costs when calculating any salaried task above. Only the direct hourly rate of pay for the facility's employees are reimbursable. The facility shall not be reimbursed for wage multipliers (i.e., fringe benefits, overhead, indirect and/or general and administrative rates). To request reimbursement for the hourly rate of pay, the costs shall be itemized by employee position, the hourly rate of pay, and the associated activity using the table below. At its discretion, DEP may request additional supporting documentation.

1. **Request:**

Meeting Date: March 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPLY FOR, EXECUTE UPON AWARD, AND ADMINISTER A GRANT FROM WEST COAST INLAND NAVIGATION DISTRICT'S WATERWAY DEVELOPMENT PROGRAM FOR FUNDS IN THE AMOUNT OF \$35,000.00 WITH A MATCH FROM THE TOWN OF FORT MYERS BEACH OF 100% FOR A PROJECT TOTAL OF \$70,000.00 FOR WATERWAY LAW ENFORCEMENT ASSISTANCE; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

Why the action is necessary:

Council approval requested to move forward with the grant request.

What the action accomplishes:

Designates signatory authority and authorization to apply for and manage WCIND funding requests.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Joe Onzick, Finance Director,
Frankie Kropacek, Operations &
Compliance Director, Chadd
Chustz, Environmental Projects
Manager

5. **Background:**

West Coast Inland Navigation District

The Town of Fort Myers Beach intends to submit an application to the West Coast Inland Navigation District Waterway Development Program for a grant. The objective of this grant is to assist the Town of Fort Myers Beach to cover waterway law enforcement to ensure safer waterways within the Town's jurisdiction.

The Town of Fort Myers Beach is respectfully requesting \$35,000 along with a 100% match for fiscal year 25-26 of \$35,000, for a total project cost of \$70,000.

This Resolution allows for the Town Manager, and/or designee to sign and execute any required documentation to apply for, execute and administer grant.

Attachments:

1. 25-87 - WCIND Application, Execution & Administration

Financial Impact:

West Coast Inland Navigation District anticipated total project amount: \$70,000 consisting of a \$35,000 grant from WCIND and \$35,000 match by the town.

6. **Alternative Action**

Do not approve and do not apply for this grant.

7. **Management Recommendations:**

To approve.

8. **Recommended Approval:**

Flor Lemmer, Grants & Payroll Coordinator
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/7/2025
Approved - 3/7/2025
Approved - 3/9/2025
Approved - 3/10/2025
Final Approval - 3/10/2025

RESOLUTION NO. 25-87

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPLY FOR, EXECUTE UPON AWARD, AND ADMINISTER A GRANT FROM WEST COAST INLAND NAVIGATION DISTRICT'S WATERWAY DEVELOPMENT PROGRAM FOR FUNDS IN THE AMOUNT OF \$35,000.00 WITH A MATCH FROM THE TOWN OF FORT MYERS BEACH OF 100% FOR A PROJECT TOTAL OF \$70,000.00 FOR WATERWAY LAW ENFORCEMENT ASSISTANCE; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the Town has an opportunity to apply for grant funding from the West Coast Inland Navigation District's Waterway Development Program ("Grant") for waterway law enforcement assistance within the Town's jurisdiction ("Project"); and

WHEREAS, the Town will commit \$35,000 in funds to complete the match requirement, which funding will be requested in the 2025-2026 Fiscal Year Budget for the Project; and

WHEREAS, the Town desires to apply for the Grant in the amount of up to \$35,000.00 to provide the Town with funds to complete the Project; and

WHEREAS, to apply for the Grant, a Resolution of the Town is required designating a "Liaison Agent," and authorizing the Liaison Agent to apply for and administer the Grant on behalf of the Town; and

WHEREAS, the Town desires to designate the Town Manager or designee as Liaison Agent and authorize the Town Manager or designee, to apply for, execute, and administer the Grant on behalf of the Town; and

WHEREAS, applying for the grant is in the best interest of the residents of the Town.

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

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

Section 2. The Town Council hereby designates the Town Manager or designee as Liaison Agent and authorizes the Town Manager or designee to apply for the Grant in the amount of up to \$35,000.00 and upon award administer the grant on behalf of the Town, to be used waterway law enforcement within the Town's jurisdiction.

Section 3. The Town Council authorizes the budgeting of \$35,000 in matching funds in Fiscal Year 2025-2026 for the grant.

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

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

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

ADOPTED this 17th day of March 2025 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:**

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of March 2025.

1. **Request:**

Meeting Date: March 17, 2025

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND RAFTELIS FINANCIAL CONSULTANTS, INC. TO PERFORM A WATER AND STORMWATER RATE STUDY; PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Approval by Town Council is not necessary since the cost of the Water and Rate Studies will be a not-to-exceed \$74,000, which is less than the \$75,000 threshold requiring Town Council approval. However, given the importance of the resulting annual rate schedules generated by the rate studies, it is important that Town Council be involved in the process.

What the action accomplishes:

This action authorizes "piggybacking" on Lee County's contract with Raftelis Financial Consultants, Inc. to conduct a Water and Stormwater Rate Study for the Town, that will yield an annual rate schedule extending from October 1, 2025 through September 30, 2030.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Jeff Hauge, Community
Services Director

5. **Background:**

The last Water and Stormwater Rate Study was completed for the Town on July 17, 2020, and it provided annual rate schedules that extended through September 30, 2025, that were subsequently adopted by the Town. Since the current Water and Stormwater rate schedules end September 30, 2025, the Town needs to have the Water and Stormwater Rate Study updated to provide annual rate schedules that extend from October 1, 2025 through September 30, 2030.

Since the Town obtains its water from Lee County, it is prudent to use the same financial consultants to conduct the needed rate study for the Town as Lee County used to ensure the resulting rate schedules will be based on methodology consistent with that used for Lee County.

Since Lee County awarded Raftelis Financial Consultants, Inc. the contract to perform the County's rate study through a competitive selection process that meets the criteria of the Town's purchasing ordinance, the Town's purchasing ordinance permits the Town to "piggyback" on the Lee County contract. Raftelis Financial Consultants, Inc. is willing to honor the pricing of the Lee County contract. Therefore, it is in the best interest of the Town to "piggyback" on the Lee County contract with Raftelis Financial Consultants, Inc. to perform the needed Water and Stormwater Rate Study for the town and provide the town with annual rate schedules that will extend from October 1, 2025 through September 30, 2030.

Attachments:

1. 25-88, Authorizing Agreement for Water and Stormwater Rate Study
2. 25-88, Lee County Reftelis Contract Summary
3. 25-88, Lee County Reftelis Contract
4. 25-88, Lee County Bid Solicitation
5. 25-88, Lee County Bid Solicitation Addendum 1
6. 25-88, Lee County Bid Solicitation Addendum 2

7. 25-88, Lee County Reftelis Contract Approval
8. 25-88, Lee County Confirmation of Reftelis Renewal
9. NS edits 25-88, Agreement for Water and Stormwater Rate Study

Financial Impact:

The cost of each rate study is a not-to-exceed amount of \$37,000. \$37,000 will be charged to the Water Fund for its rate study and \$37,000 will be charged to the Stormwater Fund for its rate study. The total cost of both rate studies will be a not-to-exceed \$74,000.

6. Alternative Action

The Council may choose not to "piggyback" on the Lee County contract and direct the Finance Director to issue an RFP for financial consultants to conduct a Water and Stormwater Rate Study.

7. Management Recommendations:

Management recommends approval of piggybacking on the Lee County contract with Raftelis Financial Consultants, since it is exactly what the Town needs, and the resulting annual rate schedules will be based on the same methodology as is used for Lee County.

8. Recommended Approval:

Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/6/2025
Approved - 3/9/2025
Approved - 3/10/2025
Final Approval - 3/10/2025

RESOLUTION NO. 25-88

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND RAFTELIS FINANCIAL CONSULTANTS, INC. TO PERFORM A WATER AND STORMWATER RATE STUDY; 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 last Water and Stormwater Rate Study for the Town was completed July 17, 2020, which provided annual rate schedules that extend through September 30, 2025; and

WHEREAS, the Town needs to have the Water and Stormwater Rate Study updated so as to provide annual rate schedules that extend from October 1, 2025 through September 30, 2030; and

WHEREAS, Section 2-480(f) of the Town of Fort Myers Beach Code of Ordinances provides that when it is in the best interest of the Town of Fort Myers Beach, the Town of Fort Myers Beach may purchase goods or services under a contract awarded by another government entity (aka: "piggybacking"), if the other governmental agency's procurement complies with the Town of Fort Myers Beach's competitive bid policy and that the other governmental agency allows for this conduct; and

WHEREAS, pursuant to this procedure, the Town is "piggybacking" on an existing agreement between Lee County and Raftelis Financial Consultants, Inc. ("Consultant"), whereby Consultant will provide the Town with professional consulting services to perform a Water Rate Study for a not-to-exceed amount of \$37,000.00 and a Stormwater Rate Study for a not-to-exceed amount of \$37,000.00 according to the terms of the agreement with Lee County; and

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

Section 1. That 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. That the "Agreement for Water and Stormwater Rate Study Competitively Procured by Lee County, Florida" between the Town and Consultant for the provision of consulting services as attached and incorporated herein as Exhibit "A" is approved for a Water Rate Study for a not-to-exceed amount of \$37,000.00 and a Stormwater Rate Study for a not-to-exceed amount of \$37,000.00.

Section 4. That if any section, sentence, clause, or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

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

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

ADOPTED this 17th day of March 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

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:**

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of March 2025.

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CONTRACT SUMMARY INFORMATION

SUMMARY: Purchase is made in accordance with the Terms and Conditions of Lee County Solicitation Number....

Solicitation No.: RFP200213DWJ
Project Title: Lee County Utility and Solid Waste Department's Financial Rate Consultant
Start Date: December 1, 2020
Expiration Date: **November 30, 2026 Renewed Three Years**
Board Date: December 1, 2020
Agenda Item: 27
Term: Three (3) Years
Renewal Options: Three (3) Years
Address Book (E1) No.: 453058
Awarded Vendor: Raftelis Financial Consultants, Inc.
Contact Person: Rob Ori
Phone No.: 407-628-2600
Fax No.: 407-628-2610
Email Address: rori@raftelis.com
Award Amount or Details: Annual Amount \$200,000.00

Notes:

**AGREEMENT FOR LEE COUNTY UTILITIES AND SOLID
WASTE DEPARTMENT'S FINANCIAL RATE CONSULTANT**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Raftelis Financial Consultants, Inc., a North Carolina corporation authorized to do business in the State of Florida, whose address is 227 West Trade Street, Suite 1400, Charlotte, NC 28202, and whose federal tax identification number is 20-1054069, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase general utility financial consulting services and assistance from the Vendor in connection with "Lee County Utilities and Solid Waste Department's Financial Rate Consultant" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP200123DWJ on June 12, 2020 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on August 14, 2020; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 – 3 of Detailed Specification for RFP200213DWJ – Lee County Utilities and Solid Waste Department's Financial Rate Consultant of Solicitation No. RFP200213DWJ, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation Solicitation No. RFP200213DWJ, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase on an "as needed basis" for one (1) three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended).
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	<u>Rob Ori</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Executive Vice President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>341 North Maitland Ave., Suite 300</u> <u>Maitland, FL 32751</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>407-628-2600</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>407-628-2610</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>rori@raftelis.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. Solicitation
 3. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Peggy L. Perry

Print Name: Peggy L. Perry

Raftelis Financial Consultants, Inc.

Signed By: Robert J. Ori

Print Name: Robert J. Ori

Title: Executive Vice President

Date: 8/27/2020

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: December 09, 2020

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Joye Townsend
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELiance OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SPECIFICATIONS

VER 1-6-20

DETAILED SPECIFICATIONS FOR RFP200213DWJ – LEE COUNTY UTILITIES AND SOLID WASTE DEPARTMENT'S FINANCIAL RATE CONSULTANT

1. GENERAL SCOPE OF PROJECT

Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide general utility financial consulting services and assistance to the Lee County Utilities and Solid Waste Department, which includes Solid Waste and Lee County Utilities (LCU), water and wastewater, on an annual basis.

2. ANNUAL SERVICES

Annual Services shall include, but not be limited to the following services:

2.1 Revenue Sufficiency / Rate study Analysis for LCU and Solid Waste

2.1.1 The Vendor shall develop a financial forecast and model to identify the ability of the Utility rates to meet the Division's Operating and CIP expenditure and funding/revenue requirements. The financial forecast shall include the new Fiscal Year (the "Test Year" and current budget year) and the subsequent nine (9) Fiscal Years (collectively, the "Forecast Period"). The study shall include, but not be limited to the following:

- Annual review of actual vs. budgeted revenues and expenditures;
- Customer statistics;
- Debt service/rate covenants;
- Annual benchmarks with rating agencies to review and improve current rating;
- Compliance with financial policies; and
- Evaluation and recommendation of any proposed rate adjustments.

2.1.2 The developed forecast shall be for a length of:

- LCU – 10 years
- Solid Waste (requires yearly rate design) – Report and recommendations shall be for 5 years. The financial model shall be capable of 20 year projections, in connection to its long-term Master Plan.

2.1.3 The Vendor shall perform the following tasks for this project:

- Kick-Off Meeting attendance (In-person or via Skype call at the County's preference);
- Data Acquisition and Review;
- Historical Trend Evaluation;
- Development of Financial Forecast Model Component;
- Cost Allocation / Rate Analysis Model Component;
- Regional Rate Comparison; and
- Finalize Financial Model and Technical Memorandum

2.2 Capital Tool / Model for LCU and Solid Waste

2.2.1 The Vendor shall assist the County, as needed, in updating the existing Excel Financial model developed to aid staff in capital planning and budgeting services.

2.2.2 At the request of the County, the Vendor shall assist in providing minor structural revisions or enhancements to the existing financial model. This includes, but is not limited to:

- The addition of new features or capabilities;
- Financial charting / metrics; and
- Other enhancements desired by the County

3. ANNUAL VARIED SERVICES

At the request of the County, additional services may be needed from the Vendor to perform extra work or services in connection with the Agreement other than provided for by the expressed intent of the Agreement. Any such work shall be considered additional services and supplemental to this Agreement. The total amount of Annual Varied Services may not exceed \$50,000 per year. Such services shall include, but are not limited to:

3.1 Financial Policy for LCU and Solid Waste

3.1.1 Upon request, services shall include a review of existing Financial Policies for any possible changes or updates as County policies and bond resolutions change.

3.2 Review of Municipal / Inter-local Agreements for LCU and Solid Waste

3.2.1 Upon request, services shall include a review of existing or new Municipal and Inter-Local agreements. The focus of the reviews shall be to:

- Provide comments related to the cost of service and ratepayer equity;
- Assist with contract verbiage for any amendments or modifications;
- Assist with data compilation and review; and
- Cost recovery analysis required for annual true-up.

3.3 Miscellaneous Analysis

3.3.1 Providing information to third party requests as part of the rate development or County review process for both LCU and Solid Waste.

3.3.2 The development of detailed alternative rate structures or new rates above what is contemplated in the scope of services for both LCU and Solid Waste.

3.3.3 The design of disposal-related impact or capital contribution charges and other miscellaneous service charges or other fees not currently being billed by the Solid Waste Division.

3.3.4 The initiation or development of a formal rate review for both LCU and Solid Waste which includes, but is not limited to:

- Revenue sufficiency analyses; and
- Rate design, etc.

3.3.5 The performance of preliminary analyses regarding the effects of certain transactions on rates for utility services for both LCU and Solid Waste.

3.3.6 The performance of miscellaneous reviews of contractual documents and agreements for the provision of service for both LCU and Solid Waste.

- 3.3.7 The attendance of meetings with the Lee County Utilities and Solid Waste Department's staff to provide assistance to LCU and Solid Waste in:
- The development of operating strategies;
 - Rate policies; and
 - The delineation of utility objectives as required
- 3.3.8 The design of minor fees and charges for LCU and Solid Waste.
- 3.3.9 The evaluation of accounting transactions as it relates to utility system policy for both LCU and Solid Waste.
- 3.3.10 Providing assistance in the development of utility presentations to third parties for both LCU and Solid Waste.
- 3.3.11 Performing an analysis and valuation of water and wastewater utility acquisitions for LCU, which includes, but is not limited to:
- The review of utility operations;
 - Identifying any economies of scale or change in operating costs;
 - Recognize any rate sufficiency and existing debt at the time of acquisition; and
 - Provide a recommended funding analysis report for utility purposes.
- 3.3.12 Assisting LCU and Solid Waste with issues related to bond debt, to include bond refinancing, bond feasibility report services and rewriting bond resolutions.
- 3.3.13 Provide analysis on regional rates and fees for both LCU and Solid Waste.
- 3.3.14 Review of existing Municipal and Interlocal Agreements. Focus of such reviews may be to: provide comments related to cost of service and rate payer equity, assist with contract verbiage for any amendments or modifications, and assist with the data compilation and review, and cost recovery analysis required for annual true-up.

4. SCHEDULE AND DELIVERABLES

The work and services shall be performed annually within the months identified and provided below. For services not listed or outlined below the County Authorized Representative will coordinate schedule and deliverable details upon request for services directly with Vendor.

		<u>LCU</u>	<u>SOLID WASTE</u>
1	Review forecast of Proposed Operating, CIP, Major Maintenance and Renewal and Replacement budgets for the following fiscal year's budgets, as well as create Capital forecast.	October to January	October to January
2	Analyze rate resolution sufficiency to fund operations, required debt service coverage, CIP, Major Maintenance, and Renewal and Replacement in No. 1 above.	January to April	January to April
3	Analyze actual to adopted financial performance for prior fiscal year.	December	December
4	Rate Review	January to February	January to February

End of Detailed Specifications

19 RFP200213DWJ – Lee County Utilities and Solid Waste Department's Financial Rate Consultant



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: June 19, 2020

Solicitation No.: RFP200213DWJ

Solicitation Name: Public Utilities Financial Rate Consultant

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	I'm seeking information regarding the project in the subject line, have you selected an architect or engineer? Also seeking scope details, value, and bidding construction timeline information.
Answer	An architect or engineer has not been selected for this project. Please visit our Procurement website at www.leegov.com/procurement to view and download the solicitation for scope details and bidding information.
2.	Our proposal production staff are located in cities where it is still recommended to work from home due to COVID-19, and therefore, our company has continued to encourage our staff to work from home when possible to adhere to social distancing guidelines and minimize the spread of the virus. Taking this into consideration, would it be possible to submit our proposal via email in lieu of the hard copies requested in the RFP?
Answer	Proposals will not be accepted via email, a hard copy is required for a responsive proposal submittal. You may mail your proposal to our Procurement office located at 2115 Second Street, 1 st Floor, Fort Myers, FL 33901.
3.	May the reference forms be attached to the proposal as a scanned or electronic copy, or do they need wet ink signatures from reference respondents? We would like to be considerate towards our references who may be working from home or in positions where it is easier to return the form to us via email or fax at this time.
Answer	A scanned or printed copy of the reference forms is acceptable.
4.	Do front and back covers count towards the 10 page limit?
Answer	Cover page Introduction does not count towards page restriction requested herein.
5.	Is the information requested under "Introduction" on page 20 considered the cover page? Does that count towards the page limit since it does not fall under a tab?
Answer	Cover page Introduction does not count towards page restriction requested herein.

6.	May we use font sizes smaller than 10 points for graphics, charts, page numbers, headings, and footers as long as they are legible?
Answer	Font sizes smaller than 10 points is acceptable for graphics and charts. Please use font size with only minimum 10 points for page numbers, headings, and footers.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

David Jones
 Procurement Analyst – David Jones
 Procurement Analyst Direct Line: 239-533-8864
 Lee County Procurement Management



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: July 13, 2020

Solicitation No.: RFP200213DWJ

Solicitation Name: Public Utilities Financial Rate Consultant

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	Do the front and back covers (separate from the cover page/introduction) count towards the 10-page limit?
Answer	<u>Front and back covers in addition to the cover page introduction do not count towards page restriction requested herein.</u>
2.	On page 22 of the RFP under Scoring Criteria & Weight it states <i>*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.</i> Does this mean we can provide additional material in Appendices that is not included in the 10-page limit?
Answer	<u>Additional material may be included in Appendices, but this information should be limited to that which is being requested within the solicitation and is not intended to be an approach to exceed the directed page limit. Such information that may be suitable for an Appendices is the copy of firm SunBiz documentation, copies of licensure of firm and staff, additional information requested as part of the Form documents being completed, etc.</u>

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

David Jones
Procurement Analyst – David Jones
Procurement Analyst Direct Line: 239-533-8864
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

<i>ANNUAL SERVICES</i>		
Item	Description	Annual Not to Exceed Amount
1	Lee County Utilities Revenue Sufficiency / Rate Study Analysis	\$37,000.00
2	Solid Waste Revenue Sufficiency / Rate Study Analysis	\$37,000.00
3	Lee County Utilities Capital Tool / Model	\$13,000.00
4	Solid Waste Capital Tool / Model	\$13,000.00
5	Annual Varied Services	\$50,000.00

<i>PERSONNEL HOURLY RATES</i>			
Item	Description	Unit of Measure	Unit Price
4	Principal	HR	\$240.00
5	Associate	HR	\$195.00
6	Managing Consultant	HR	\$155.00
7	Rate Consultant	HR	\$115.00
8	Senior Rate Consultant	HR	\$130.00
9	Analyst	HR	\$105.00
10	Administrative	HR	\$65.00
11	Assistant Analyst	HR	\$85.00

**EXHIBIT C
INSURANCE REQUIREMENTS**



Lee County Insurance Requirements including Professional Liability

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.

\$1,000,000 per occurrence

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 03/26/2018 – Page 1 of 2



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Client#: 1722483

RAFTEFIN

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cameron M Harris & Co, LLC Div USI Ins 6100 Fairview Road Ste 1400 Charlotte, NC 28210		CONTACT NAME: Linda Rolfe PHONE (A/C, No, Ext): 980-265-5804 E-MAIL ADDRESS: linda.rolfe@usi.com FAX (A/C, No):															
INSURED Raffetis Financial Consultants, Inc. 227 West Trade Street, Ste. 1400 Charlotte, NC 28202		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co. of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : American Casualty Company of Reading PA	20427	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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INSURER D : Continental Casualty Company	20443																
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		6076000011	01/21/2020	01/21/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		6076000025	01/21/2020	01/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE ☐ DED ☒ RETENTION \$10000		6076000039	01/21/2020	01/21/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6076305637 6076000042	01/21/2020 01/21/2020	01/21/2021 01/21/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Prof. Liability		652071235	01/21/2020	01/21/2021	\$5,000,000 Occurrence \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials will be named as additional insured on the General Liability policy, including Products and Completed Operations coverage.

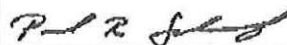
CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners
 P.O. Box 398
 Fort Myers, FL 33902-0398

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD 25 (2016/03)

1 of 1

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HKYZP



Advertise Date: Friday, June 12, 2020

**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

Request for Proposal (RFP) NON-CCNA

Solicitation No.: **RFP200213DWJ**

Solicitation Name: **Lee County Utilities and Solid Waste Department's Financial Rate Consultant**

Open

Date/Time: **Thursday, July 16, 2020**

Time: **2:30 PM**

Location: **Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901**

Procurement

Contact: **David Jones**

Title: **Procurement Analyst**

Phone: **(239) 533-8864**

Email: **[DJones2 @leegov.com](mailto:DJones2@leegov.com)**

Requesting

Dept. **Utilities**

Pre-Solicitation Meeting:

Type: **No meeting scheduled at this time.**

All solicitation documents are available for download at
www.leegov.com/procurement

**Notice to Contractor / Vendor / Proposer(s)****REQUEST FOR PROPOSAL (RFP)**

Lee County, Florida, is requesting proposals from qualified individuals/firms for

RFP200213DWJ, Lee County Utilities and Solid Waste Department's Financial Rate Consultant services.

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Thursday, July 16, 2020

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.LeeGov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.LeeGov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

David Jones DJones2@leegov.com

Sincerely,

Lindsay Cepero, CPPB
Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions

Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Ordinance 18-22
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 18-22
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

- 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
 - 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such

requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer’s responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County’s Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or

manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to

validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.

- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer’s firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE’s)

- 18.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity.
- 18.2. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. SUB-PROPOSER/CONSULTANT

- 20.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

21. RFP - PROJECT GUIDELINES

- 21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 21.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 21.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 21.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 21.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

22. RFP – EVALUATION

- 22.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 ("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").
- 22.2. **Evaluation Meeting(s):**
 - 22.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.

- 22.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 22.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 22.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

23. RFP – SELECTION PROCEDURE

- 23.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 23.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 23.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 23.4. The Procurement Management Director reserves the right to exercise their discretion to:
 - 23.4.1. Make award(s) to one or multiple proposers.
 - 23.4.2. Waive minor informalities in any response;
 - 23.4.3. Reject any and all proposals with or without cause;
 - 23.4.4. Accept the response that in its judgment will be in the best interest of Lee County

24. RFP – TIEBREAKER

- 24.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 24.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 24.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
 - 24.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
 - 24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

25. RFP – EVALUATION/ SELECTION COMMITTEE

- 25.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
- 25.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.

- 25.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

26. WITHDRAWAL OF PROPOSAL

- 26.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 26.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 26.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
- 26.3.1. The proposer acted in good faith in submitting the proposal,
- 26.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
- 26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
- 26.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

27. PROTEST RIGHTS

- 27.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 27.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 27.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 27.4. In order to preserve the right to protest, a written **“Notice Of Intent To File A Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
- 27.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
- 27.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 27.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond” and “Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 27.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 28.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

29. CONTRACT ADMINISTRATION

- 29.1. **Designated Contact:**

- 29.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 29.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 29.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
 - 29.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
 - 29.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
 - 29.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 29.3. **RFP – Basis of Award:**
 - 29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
- 29.4. **Agreement/Contract:**
 - 29.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 29.5. **Records:**
 - 29.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
 - 29.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 29.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 29.5.2.2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
 - 29.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - 29.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.
 - 29.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR’S DUTY**

**TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-
2221, 2115 SECOND STREET, FORT MYERS, FL 33901,
<http://www.leegov.com/publicrecords>.**

- 29.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

29.6. Termination:

- 29.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 29.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.
- 29.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 29.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 29.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
- 29.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- 29.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
- 29.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

30. WAIVER OF CLAIMS

- 30.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

31. LEE COUNTY PAYMENT PROCEDURES

- 31.1. All vendors are requested to mail an original invoice to:
**Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238**
- 31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 31.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 31.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

32. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)

- 32.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

33. DEBRIS DISPOSAL (if applicable)

- 33.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

34. SHIPPING (if applicable)

- 34.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.

- 34.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

35. INSURANCE (AS APPLICABLE)

- 35.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

End of Terms and Conditions Section



Lee County Insurance Requirements including Professional Liability

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

**SPECIAL CONDITIONS
FOR
RFP200213DWJ – LEE COUNTY UTILITIES AND SOLID WASTE DEPARTMENT’S
FINANCIAL RATE CONSULTANT**

These are conditions that are in relation to this solicitation only and have not been included in the County’s standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an “as needed basis” for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. PRICING

- 2.1. Vendor shall provide an Annual Not to Exceed amount for each service category outlined in detail and reflected on the Bid Schedule found herein. Vendor shall provide pricing for all Annual Services (items 1-5) listed. Annual Not to Exceed fees shall encompass all services and personnel necessary to complete the described scope of work and to produce the intended and described deliverables. Vendor shall not be due additional fees unless such has been approved and authorized through issuance of Change Order or equivalent against Vendor Agreement.

2.1.1. Vendor shall provide fully loaded rates for the personnel to be utilized to complete the requested services herein. The County has presented a standard list within the Bid Schedule, however the Vendor may list additional or unique position titles not already provided for. Rates shall be fully loaded and there shall be no reimbursable fees, surcharges, or additional fees charged to the County not listed within the Vendor’s Agreement or associated Amendments to same. Personnel hourly rates shall be utilized for invoicing and miscellaneous related additional services that may be requested and added to the Agreement on an as-needed basis.

2.1.2. All overhead associated with printing, travel, mileage, etc. shall be included in the not to exceed annual fee. Included within the Annual Services’ annual not to exceed amounts is the Vendor’s requirement to provide no more than 2 members of the project team at an allowance of eight (8) hours, attending and participating in up to six (6) meetings with County staff annually.

2.1.3. Invoicing submitted by the Vendor shall clearly indicate the Annual Service being provided and provide for the personnel hours and hourly rate utilized to arrive to the payment requested.

End of Special Conditions

**DETAILED SPECIFICATIONS
FOR
RFP200213DWJ – LEE COUNTY UTILITIES AND SOLID WASTE DEPARTMENT'S
FINANCIAL RATE CONSULTANT**

1. GENERAL SCOPE OF PROJECT

Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide general utility financial consulting services and assistance to the Lee County Utilities and Solid Waste Department, which includes Solid Waste and Lee County Utilities (LCU), water and wastewater, on an annual basis.

2. ANNUAL SERVICES

Annual Services shall include, but not be limited to the following services:

2.1 Revenue Sufficiency / Rate study Analysis for LCU and Solid Waste

2.1.1 The Vendor shall develop a financial forecast and model to identify the ability of the Utility rates to meet the Division's Operating and CIP expenditure and funding/revenue requirements. The financial forecast shall include the new Fiscal Year (the "Test Year" and current budget year) and the subsequent nine (9) Fiscal Years (collectively, the "Forecast Period"). The study shall include, but not be limited to the following:

- Annual review of actual vs. budgeted revenues and expenditures;
- Customer statistics;
- Debt service/rate covenants;
- Annual benchmarks with rating agencies to review and improve current rating;
- Compliance with financial policies; and
- Evaluation and recommendation of any proposed rate adjustments.

2.1.2 The developed forecast shall be for a length of:

- LCU – 10 years
- Solid Waste (requires yearly rate design) – Report and recommendations shall be for 5 years. The financial model shall be capable of 20 year projections, in connection to its long-term Master Plan.

2.1.3 The Vendor shall perform the following tasks for this project:

- Kick-Off Meeting attendance (In-person or via Skype call at the County's preference);
- Data Acquisition and Review;
- Historical Trend Evaluation;
- Development of Financial Forecast Model Component;
- Cost Allocation / Rate Analysis Model Component;
- Regional Rate Comparison; and
- Finalize Financial Model and Technical Memorandum

2.2 Capital Tool / Model for LCU and Solid Waste

2.2.1 The Vendor shall assist the County, as needed, in updating the existing Excel Financial model developed to aid staff in capital planning and budgeting services.

2.2.2 At the request of the County, the Vendor shall assist in providing minor structural revisions or enhancements to the existing financial model. This includes, but is not limited to:

- The addition of new features or capabilities;
- Financial charting / metrics; and
- Other enhancements desired by the County

3. ANNUAL VARIED SERVICES

At the request of the County, additional services may be needed from the Vendor to perform extra work or services in connection with the Agreement other than provided for by the expressed intent of the Agreement. Any such work shall be considered additional services and supplemental to this Agreement. The total amount of Annual Varied Services may not exceed \$50,000 per year. Such services shall include, but are not limited to:

3.1 Financial Policy for LCU and Solid Waste

3.1.1 Upon request, services shall include a review of existing Financial Policies for any possible changes or updates as County policies and bond resolutions change.

3.2 Review of Municipal / Inter-local Agreements for LCU and Solid Waste

3.2.1 Upon request, services shall include a review of existing or new Municipal and Inter-Local agreements. The focus of the reviews shall be to:

- Provide comments related to the cost of service and ratepayer equity;
- Assist with contract verbiage for any amendments or modifications;
- Assist with data compilation and review; and
- Cost recovery analysis required for annual true-up.

3.3 Miscellaneous Analysis

3.3.1 Providing information to third party requests as part of the rate development or County review process for both LCU and Solid Waste.

3.3.2 The development of detailed alternative rate structures or new rates above what is contemplated in the scope of services for both LCU and Solid Waste.

3.3.3 The design of disposal-related impact or capital contribution charges and other miscellaneous service charges or other fees not currently being billed by the Solid Waste Division.

3.3.4 The initiation or development of a formal rate review for both LCU and Solid Waste which includes, but is not limited to:

- Revenue sufficiency analyses; and
- Rate design, etc.

3.3.5 The performance of preliminary analyses regarding the effects of certain transactions on rates for utility services for both LCU and Solid Waste.

3.3.6 The performance of miscellaneous reviews of contractual documents and agreements for the provision of service for both LCU and Solid Waste.

3.3.7 The attendance of meetings with the Lee County Utilities and Solid Waste Department's staff to provide assistance to LCU and Solid Waste in:

- The development of operating strategies;
- Rate policies; and
- The delineation of utility objectives as required

3.3.8 The design of minor fees and charges for LCU and Solid Waste.

3.3.9 The evaluation of accounting transactions as it relates to utility system policy for both LCU and Solid Waste.

3.3.10 Providing assistance in the development of utility presentations to third parties for both LCU and Solid Waste.

3.3.11 Performing an analysis and valuation of water and wastewater utility acquisitions for LCU, which includes, but is not limited to:

- The review of utility operations;
- Identifying any economies of scale or change in operating costs;
- Recognize any rate sufficiency and existing debt at the time of acquisition; and
- Provide a recommended funding analysis report for utility purposes.

3.3.12 Assisting LCU and Solid Waste with issues related to bond debt, to include bond refinancing, bond feasibility report services and rewriting bond resolutions.

3.3.13 Provide analysis on regional rates and fees for both LCU and Solid Waste.

3.3.14 Review of existing Municipal and Interlocal Agreements. Focus of such reviews may be to: provide comments related to cost of service and rate payer equity, assist with contract verbiage for any amendments or modifications, and assist with the data compilation and review, and cost recovery analysis required for annual true-up.

4. **SCHEDULE AND DELIVERABLES**

The work and services shall be performed annually within the months identified and provided below. For services not listed our outlined below the County Authorized Representative will coordinate schedule and deliverable details upon request for services directly with Vendor.

		<u>LCU</u>	<u>SOLID WASTE</u>
1	Review forecast of Proposed Operating, CIP, Major Maintenance and Renewal and Replacement budgets for the following fiscal year's budgets, as well as create Capital forecast.	October to January	October to January
2	Analyze rate resolution sufficiency to fund operations, required debt service coverage, CIP, Major Maintenance, and Renewal and Replacement in No. 1 above.	January to April	January to April
3	Analyze actual to adopted financial performance for prior fiscal year.	December	December
4	Rate Review	January to February	January to February

End of Detailed Specifications

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. **SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **10 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

TAB 1: Qualifications of Company

- Provide a description of your Company; experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, etc...
 - Firms are requested to provide a narrative demonstrating extensive knowledge in researching, setting, justifying and tracking general utility rate structures for public utility entities. Further, experience should clearly demonstrate your Firm's knowledge and expertise on bonding, general related consulting, and utility valuation and evaluation services.

TAB 2: Company's Relevant Experience & Reference

- Provide details of a maximum of three (3) projects/clients similar in scope and size to that being requested through this solicitation that your Company has completed recently or actively manages. Details for each project/client example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - Initial costs of work
 - Final costs of work
 - Number of change orders
 - Total completion time (From Notice to Proceed to Final Invoice payment)
- Provide a statement of understanding that your Company recognizes the County reserves the right to evaluate the proposing Company on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Plan of Approach

- Provide a detailed Plan of Approach that explains how your Company intends to comply with and meet the anticipated deliverables as detailed within this solicitation.
 - Within the Plan of Approach details Firm shall provide a summary of their understanding of the scope of services and their intended approach at performing the services and resulting work product. Firms are requested to provide the rationale behind their approach, any concerns in completing the services, and methods of resolving such concerns.

TAB 4: Personnel

- Provide a detailed description of the Company's **specific** project management/contract service team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your Company's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes of proposed **specific** project management/contract service team to be assigned to the Lee County contract.
****Resumes are not included within page restrictions, but should be limited to one (1) page per person. ****

TAB 5: Pricing and Scoring:

- Complete the Price Proposal Form provided herein. Pricing shall represent your Firm's all-inclusive annual cost based upon the scope of services herein. A total cost should be provided in an annual cost not to exceed format. All overhead associated with printing, travel, mileage, etc. shall be included in the not to exceed annual fee. Included within the Annual Services' annual not to exceed amounts is the Firm's requirement to provide no more than 2 members of the project team at an allowance of eight (8) hours, attending and participating in up to six (6) meetings with County staff annually. Firm shall provide pricing for all line items of Annual Services (Items 1-5). Failure to do so may result in Firm being deemed Non-Responsive.
- Vendor/Firm may not adjust the amount provided for item 5 – Annual Varied Services. All services provided under Annual Varied Services shall not exceed \$50,000.00 per year and the County has prepopulated this fee to ensure this fee is not adjusted.
- Vendor shall provide fully loaded rates for the personnel to be utilized to complete the requested services herein. The County has presented a standard list within the Bid Schedule, however the Vendor may list additional or unique position titles not already provided for. Rates shall be fully loaded and there shall be no reimbursable fees, surcharges, or additional fees charged to the County not listed within the Vendor's Agreement or associated Amendments to same. Personnel hourly rates shall be utilized for invoicing and miscellaneous related additional services that may be requested and added to the Agreement on an as-needed basis. Personnel hourly rates will not be used for price calculations or scoring, but shall become part of the final Agreement. Hourly rate shall be fully loaded hourly rate.
- The Firm with the lowest *Project Total – Annual Not to Exceed Amount* will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Firm will receive the full 25 points. Another Firm with a Price Proposal of \$160,000.00 will receive points calculated as follows: \$ 150,000.00/ \$160,000.00 = .9375 * 25 = 23.44 points

TAB 6: Required Forms

- Forms 1- 7

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	20
2	COMPANY's RELEVANT EXPERIENCE & REFERENCE (TAB 2)	30
3	PLAN OF APPROACH (TAB 3)	20
4	PERSONNEL (TAB 4)	10
5	PRICE SCORING (TAB 5)	20
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, June 12, 2020	N/A
Pre-Proposal Meeting	No meeting scheduled at this time.	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Thursday, July 16, 2020	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, August 6, 2020	TBD
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	TBD	TBD
Commission Meeting	Tuesday, November 17, 2020	9:30 AM
Additional notes on Submission Schedule: <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 –1st Floor Procurement Management.</i>		

End of Section

FORMS DESCRIPTION & INSTRUCTIONS

REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

1

Solicitation Response Form

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

1a

Proposal Form

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

Business Relationship Disclosure Requirement (if Applicable)

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form** entitled "*INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS*" (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2

Affidavit Certification Immigration Laws

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

3

Provide this form to reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*

Certifies proposer’s location information.

6 *Sub-Contractor List* (if applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 *Public Entity Crimes Form (Required form)*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

Proposal Label (Required)

- * Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested

- * Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Proposer’s responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted).

Form 1 – Solicitation Response Form

**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: _____ Deadline Date: 7/16/2020

SOLICITATION IDENTIFICATION: RFP200213DWJ

SOLICITATION NAME: Lee County Utilities and Solid Waste Department's Financial Rate Consultant

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number **-OR-** (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 Collusion Statement: Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification:

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
- If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

☐ **Business Relationship Applicable (request form)**
☐ **Business Relationship NOT Applicable**

- 4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. ☐ Yes ☐ No

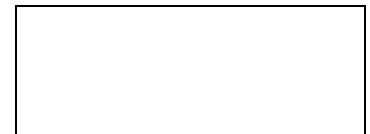
**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER.
WITNESSED AND SEALED (IF APPLICABLE)**

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
 FE/EIN Number 5111111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999

Changed 02/11/2012

**Verify either Principal or Mailing
 address is on Form 1**

Mailing Address

555 N Main Street
 MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**

President, First
 555 AVENUE
 Anytown, USA 99999

Title V

President, Second
 555 AVENUE
 Anytown, USA 99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

Form 1a – Bid/Proposal Form

LEE COUNTY
SOUTHWEST FLORIDA

PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: RFP200213DWJ – Lee County Utilities and Solid Waste Department’s Financial Rate Consultant

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices shall be bid at the nearest whole penny.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, may be deemed non-responsive and ineligible for award.

Lee County Utilities and Solid Waste Department’s Financial Rate Consultant

ANNUAL SERVICES

Item	Description	Annual Not to Exceed Amount
1	Lee County Utilities Revenue Sufficiency / Rate Study Analysis	\$
2	Solid Waste Revenue Sufficiency / Rate Study Analysis	\$
3	Lee County Utilities Capital Tool / Model	\$
4	Solid Waste Capital Tool / Model	\$
5	Annual Varied Services *Vendor may not adjust the amount provided. All services provided under Annual Varied Services shall not exceed \$50,000.00 per year.	\$50,000.00

PRICING SUMMARY

PROJECT TOTAL: ANNUAL NOT TO EXCEED	\$
--	-----------

PROJECT TOTAL:

(Use Words to Write Total)

PERSONNEL HOURLY RATES

Item	Description	Unit of Measure	Unit Price
4	Principal	HR	\$
5	Associate	HR	\$

6	Managing Consultant	HR	\$
7	Rate Consultant	HR	\$
8	Senior Rate Consultant	HR	\$
9	Analyst	HR	\$
10	Administrative	HR	\$
ADDITIONAL HOURLY RATE POSITIONS NOT LISTED ABOVE Vendor may list additional positions available and not captured above.			
11		HR	\$
12		HR	\$
13		HR	\$
14		HR	\$
15		HR	\$
16		HR	\$
17		HR	\$
18		HR	\$
19		HR	\$
20		HR	\$

Form 2 – Affidavit Certification of Immigration Laws**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP200213DWJ
Department's Financial Rate Consultant

SOLICITATION NAME: **Lee County Utilities and Solid Waste**

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

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

 Signature

 Title

 Date

STATE OF _____
 COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
 (Print or Type Name)

_____ as identification.
 (Type of Identification and Number)

 Notary Public Signature

 Printed Name of Notary Public

 Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Lee County Procurement Management Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1 Reference Respondent Information		Please return completed form to:	
FROM: _____ COMPANY: _____ PHONE #: _____ FAX #: _____ EMAIL: _____	Bidder/Proposer: _____ Due Date: _____ Total # Pages: 1 Phone #: _____ Fax #: _____ Bidder/Proposer E-Mail: _____		
Section 2 Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name: _____			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.			
Section 3			Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			
2. Were any problems encountered with the company's work performance?			
3. Were any change orders or contract amendments issued, other than owner initiated?			
4. Was the job completed on time?			
5. Was the job completed within budget?			
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)			
7. If the opportunity were to present itself, would you rehire this company?			
8. Please provide any additional comments pertinent to this company and the work performed for you:			

Section 4	Please submit non-Lee County employees as references
------------------	---

Reference Name (Print Name) _____

Reference Signature _____



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **"NONE"** in the first **"Type of Incident"** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒

Authorized Signature _____

Date _____

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary:

State of _____

County of _____

⇒

Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

____ Yes*

____ No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy

____ Yes

____ No

Form 6-Sub-contractor List**SUB-CONTRACTOR LIST**

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

(NOTARY PUBLIC)

My Commission Expires: _____

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP200213DWJ
SOLICITATION TITLE:	Lee County Utilities and Solid Waste Department's Financial Rate Consultant
DATE DUE:	Thursday, July 16, 2020
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

Posted Date: June 19, 2020

Solicitation No.: RFP200213DWJ

Solicitation Name: Public Utilities Financial Rate Consultant

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	I'm seeking information regarding the project in the subject line, have you selected an architect or engineer? Also seeking scope details, value, and bidding construction timeline information.
Answer	An architect or engineer has not been selected for this project. Please visit our Procurement website at www.leegov.com/procurement to view and download the solicitation for scope details and bidding information.

2.	Our proposal production staff are located in cities where it is still recommended to work from home due to COVID-19, and therefore, our company has continued to encourage our staff to work from home when possible to adhere to social distancing guidelines and minimize the spread of the virus. Taking this into consideration, would it be possible to submit our proposal via email in lieu of the hard copies requested in the RFP?
Answer	Proposals will not be accepted via email, a hard copy is required for a responsive proposal submittal. You may mail your proposal to our Procurement office located at 2115 Second Street, 1st Floor, Fort Myers, FL 33901.

3.	May the reference forms be attached to the proposal as a scanned or electronic copy, or do they need wet ink signatures from reference respondents? We would like to be considerate towards our references who may be working from home or in positions where it is easier to return the form to us via email or fax at this time.
Answer	A scanned or printed copy of the reference forms is acceptable.

4.	Do front and back covers count towards the 10 page limit?
Answer	Cover page introduction does not count towards page restriction requested herein.

5.	Is the information requested under "Introduction" on page 20 considered the cover page? Does that count towards the page limit since it does not fall under a tab?
Answer	Cover page introduction does not count towards page restriction requested herein.

6.	May we use font sizes smaller than 10 points for graphics, charts, page numbers, headings, and footers as long as they are legible?
Answer	Font sizes smaller than 10 points is acceptable for graphics and charts. Please use font size with only minimum 10 points for page numbers, headings, and footers.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

David Jones

Procurement Analyst – David Jones
 Procurement Analyst Direct Line: 239-533-8864
 Lee County Procurement Management

Posted Date: July 13, 2020

Solicitation No.: RFP200213DWJ

Solicitation Name: Public Utilities Financial Rate Consultant

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. **ATTACHMENT: NONE**

2. **QUESTIONS/ANSWERS**

1.	Do the front and back covers (separate from the cover page/introduction) count towards the 10-page limit?
Answer	Front and back covers in addition to the cover page introduction do not count towards page restriction requested herein.

2.	On page 22 of the RFP under Scoring Criteria & Weight it states <i>*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.</i> Does this mean we can provide additional material in Appendices that is not included in the 10-page limit?
Answer	Additional material may be included in Appendices, but this information should be limited to that which is being requested within the solicitation and is not intended to be an approach to exceed the directed page limit. Such information that may be suitable for an Appendices is the copy of firm SunBiz documentation, copies of licensure of firm and staff, additional information requested as part of the Form documents being completed, etc.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

David Jones

Procurement Analyst – David Jones
Procurement Analyst Direct Line: 239-533-8864
Lee County Procurement Management

**AGENDA ITEM REPORT**

DATE: December 1, 2020
DEPARTMENT: Utilities
REQUESTER: Pamela Keyes
TITLE: Award Contract for Financial Rate Consultant for Utilities & Solid Waste

I. MOTION REQUESTED

- A) Award Request for Proposal No. RFP200213DWJ, Lee County Utilities and Solid Waste Department's Financial Rate Consultant, to Raftelis Financial Consultants, Inc., to provide general utility financial rate consultant services and assistance to Lee County Utilities and Solid Waste Departments, on an as-needed basis, for an initial term of three years, in the total annual amount of \$200,000.00.
- B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
- C) Grant the County Manager or designee the authority to renew the contract, for up to three additional years, and to execute all associated documents, as approved in the departments' annual adopted budgets, if doing so is in the best interest of Lee County, and there are no-cost increases associated with the renewal.

II. ITEM SUMMARY

Award contract for Financial Rate Consultant Services to Raftelis Financial Consultants, Inc. for services required by Lee County Utilities and the Solid Waste Department. Two proposals were submitted in response to a Request for Proposal. Raftelis was found to be the most qualified vendor based on their submitted proposal and presentation to the selection committee.

The initial contract term is for three (3) years, with renewal terms up to three (3) additional years. Raftelis will perform annual revenue sufficiency reviews for a rate study and annual assistance with the Capital Planning Tool for both Utilities and Solid Waste. Each department budgets \$100,000 annually and only pays for its proportionate amount of the total annual cost for services. The total FY20 contract amount for Utilities and Solid Waste rate consulting services was \$128,579.

III. BACKGROUND AND IMPLICATIONS OF ACTIONA) Board Action and Other HistoryA) Board Action and Other History

On the established deadline of July 16, 2020, Procurement received a total of two proposals in response to a Request for Proposal for Financial Rate Consulting services. Both proposals were considered at the Proposal Evaluation Committee meeting on August 13, 2020. During the evaluation process, the Proposal Evaluation Committee considered criteria as listed in the solicitation, including relevant experience, approach, personnel proposed and qualifications, and price. On the basis of the information submitted by the firms in their proposals, it was the consensus of the committee to recommend to the Board of County Commissioners the ranking as follows: 1) Raftelis Financial Consultants, Inc.; 2) NewGen Strategies and Solutions, LLC.

The contract term is for three (3) years, with a renewal term or terms up to three (3) years, at the discretion of the County. Raftelis will perform annual revenue sufficiency reviews for a rate study and annual assistance with the Capital Planning Tool for both Utilities and Solid Waste. In addition to these core services, both Departments anticipate requesting additional services each year as the need arises, including but not limited to assistance with financial policy issues; review of municipal/Interlocal agreements; design of minor fees and charges; analysis of utility acquisitions; bond-related refinancing and rating issues. Each department budgets \$100,000 annually and only pays for its proportionate amount of the total annual cost for services. The total FY20 contract amount for Utilities and Solid Waste rate consulting services was \$128,579.

B) Policy IssuesC) BoCC GoalsD) AnalysisE) Options**IV. FINANCIAL INFORMATION**

A)	Current year dollar amount of item:	\$200,000
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary

E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: 40100/48700 Program: Solid Waste Disposal/Utilities Administration Project: Account Strings: OB5340840100.503190/OD5366348700.503190	
G)	Fund Type?	Enterprise
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

Current contract for Financial Rate Consultant Services expires on January 24, 2021.

VII. FOLLOW UP**ATTACHMENTS:**

Description	Upload Date	Type
Proposed Contract	11/5/2020	Contract

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Turner, Nicole	Approved	11/22/2020 - 10:24 PM
Utilities	Flores, Paul	Approved	11/23/2020 - 2:49 PM
Budget Services	Guttery, Angela	Approved	11/23/2020 - 3:51 PM
Budget Services	Winton, Peter	Approved	11/24/2020 - 6:40 AM
County Attorney	Swindle, Amanda	Approved	11/24/2020 - 8:12 AM
County Manager	Brady, Christine	Approved	11/24/2020 - 8:55 AM



Kevin Ruane
District One

April 26, 2024

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Mr. Rob Ori
Raftelis Financial Consultants, Inc.
227 West Trade Street, Suite 1400
Charlotte, NC 28202

SUBJECT: Renewal of Annual Contract No. RFP200213DWJ
 Lee County Utility and Solid Waste Dept. Financial Rate Consultant

Dear Mr. Ori:

This is to inform you that Lee County agrees to renew the above subject contract for an additional three (3) year period, from 12/1/23 through 11/30/26.

We are hereby extending the annual contract for an additional three-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File



Lee County

Southwest Florida

Kevin Ruane
District One

April 4, 2024

239-533-8871

Cecil L. Pendergrass
District Two

Ray Sandell
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

Mr. Rob Ori
Raftelis Financial Consultants, Inc.
227 West Trade Street, Suite 1400
Charlotte, NC 28202

Subject: **REVISED** Renewal of Annual Contract RFP200213DWJ
Lee County Utility and Solid Waste Dept. Financial Rate Consultant

Dear Mr. Ori:

The above-referenced annual contract will expire on November 30, 2023, unless renewed. Lee County is requesting that this annual contract be renewed for an additional three-year period (12/1/23 – 11/30/26). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by April 19, 2024, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

☒ a. I want to continue performing under this annual contract for an additional three-year period under the same terms and conditions as agreed upon in the above-referenced quotation.

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

☐ b. I am not interested in extending this contract for an additional three-year period. Why? _____

Vendor:

Lee County:

Robert J. Ori
Signature

[Signature]
Signature of Authorized Official

Executive Vice President
Title

Procurement Management Director
Title

April 11, 2024
Date

4.26.2024
Date

AGREEMENT FOR WATER AND STORMWATER RATE STUDY
COMPETITIVELY PROCURED BY LEE COUNTY, FLORIDA

THIS AGREEMENT is made and entered into this 17th day of March, 2025, by and between the Town of Fort Myers Beach, Florida (“Town”), a Florida municipal corporation whose principal place of business is 2731 Oak Street., Fort Myers Beach, FL 33931, and Raftelis Financial Consultants, Inc., a North Carolina corporation authorized to do business in the State of Florida, (“Contractor”), whose principal place of business is 227 West Trade Street, Suite 1400, Charlotte, NC 28202, and whose federal tax identification number is 20-1054069 (“Contract” or “Agreement”). Town and Contractor may also be referred to collectively as the “Parties.”

WHEREAS, Contractor and Lee County, Florida, have entered into a competitively procured contract known as #RFP200123DWJ AGREEMENT FOR LEE COUNTY UTILITIES AND SOLID WASTE DEPARTMENT’S FINANCIAL RATE CONSULTANT, which has been subsequently amended by the parties (“Lee County Contract”) for a period of three years beginning December 1, 2020 and ending November 30, 2023; and

WHEREAS, Contractor and Lee County, Florida, have agreed to renew the contract for an additional three year term ending November 30, 2026; and

WHEREAS, the Town is in need of a Water and Stormwater Rate Study to update the last rate study that was completed on July 17, 2020, which provided an annual rate schedule that extended through September 30, 2025; and

WHEREAS, the Town desires to have Contractor provide the needed service; 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 the service, subject to the terms and conditions of the Contract, with the specific modifications set forth herein; and

WHEREAS, the Town’s finance department director has determined that piggybacking on the Lee County Contract is financially advantageous to the Town; and

WHEREAS, Section 119.0701, Florida Statute, requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Florida Statute, sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Florida Statute, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Florida Statutes, provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern." Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute.

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

1. Incorporation of Lee County Contract. This Contract incorporates by reference, the Lee County Contract, which is attached as Exhibit "A," except as otherwise provided herein. Where appropriate and as the context dictates, the Town of Fort Myers Beach shall be substituted for Lee County, Florida. Any terms and conditions in the Lee County Contract and this Contract shall be resolved in favor of the terms and conditions in this Contract.

2. Scope of Services. During the term of this Contract, Contractor will provide all labor, supervision, equipment, materials, and expertise required to perform water and stormwater rate studies for the purpose of generating proposed annual rate tables that will provide sufficient revenue to fund the expenses, debt service and capital improvements needed for these utilities for the period October 1, 2025 through September 30, 2030.

3. Pricing. The Town will pay Contractor a sum not to exceed \$74,000.00 in total for the water and stormwater rate studies (not-to-exceed \$37,000.00 for the Water Rate Study, and

not-to-exceed \$37,000.00 for the Stormwater Rate Study). This sum will be Contractor's sole compensation for the goods and services provided by Contractor under this Agreement.

4. Contract Term. The term of this Agreement begins on the date set forth above and ends on November 30, 2026 in accordance with the end date of the contract with Lee County.

5. Designated Representative. The Town's Finance Director, or designee, shall be the Town's Designated Representative in matters arising under this Agreement:

Joe Onzick
Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL 33931
jonzick@fmbgov.com

6. Modifications to Lee County Contract. All references in the Lee 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 Agreement, will be deemed to refer to the equivalent Town officers/departments/divisions, and Town locations, as hereafter designated by the Town's Designated Representative.

7. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the Town within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

- (e) Pursuant to Section 119.0701(2)(a), Florida Statute, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN HALL
2731 OAK STREET
FORT MYERS BEACH, FL 33931
(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM**

8. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

9. Compliance/Consistency with Section 768.28, Florida Statutes. Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Florida Statutes and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.

10. Non-Appropriation. Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.

11. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not

employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the Town as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

12. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

13. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth in Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such

interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to Section 268.101(7), Florida Statutes: “In addition to any fine assessed under [Section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

14. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

15. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fees and costs.

16. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

17. Data Management; Notice of Breach. Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes, in the event of a data breach.

18. Environmental and Social Government and Corporate Activism. The Town has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

19. Taxes. The Town shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.

20. No Coercion for Labor or Services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

21. Force Majeure. The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

22. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 20 above and that the facts stated in it are true.

CONTRACTOR:

Print Name: _____

Title: _____

Company: _____

ATTEST:

TOWN OF FORT MYERS BEACH

Amy Baker, Town Clerk

Dan Allers, Mayor

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

Vose Law Firm, Town Attorney

1. **Request:**

Meeting Date: March 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICE PROVIDER AGREEMENT DATED OCTOBER 1, 2024, WITH SOFTRIM LLC, INCREASING THE NOT-TO-EXCEED AMOUNT FOR THE FIRST CONTRACT YEAR BY \$350,000.00 TO A TOTAL OF \$556,784.00, FOR ADDITIONAL SERVICES AND ITEMS RELATED TO THE RENOVATION OF THE NEW TOWN HALL; AND PROVIDING FOR AN EFFECTIVE DATE

Why the action is necessary:

It is necessary to authorize this contract amendment in order to increase the "not-to-exceed" amount of the current professional service contract by \$350,000 to fund the information technology services and items required for the new town hall, as well as to insert additional contractual language into the agreement as required by Florida law.

What the action accomplishes:

This action formally authorizes the amendment to the professional service agreement with Softrim LLC to increase the not-to-exceed amount by \$365,000 to fund the additional information technology services and items required for the new town hall, and to insert the additional contractual language required by Florida law.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Joe Onzick, Finance Director

5. **Background:**

The exigent nature of the renovation of the commercial building at 6231 Estero Blvd. purchased by the Town to become the new Town Hall has required the Town to act immediately upon design and construction decisions in order to be able to vacate the temporary trailers as soon as possible to minimize the expense of renting the trailers, comply with FEMA directives, and return to normal operations.

The Town has identified the following information technology-related items related to the renovation of the new town hall that it deems essential for the efficient operation of Town business:

1) Secure door access and surveillance	\$35,626.00
2) AV equipment for new chambers	\$72,950.00
3) Tricaster upgrade for new chambers	\$43,067.98
4) Wiring for first floor	\$37,201.54
5) Wiring for second floor	\$27,213.17
6) Wiring for third floor	\$20,469.47
7) Wiring and accessories for second floor	\$49,390.06
8) Closed captioning equipment	\$56,768.00
9) Cabling for new chambers	\$ 1,117.50

Subtotal	\$343,803.72
Contingency	\$21,196.28

Total	\$365,000.00

Since the Town already has Softrim LLC under a two-year professional service contract ending September 30, 2026, as an information technologies services provider for an annual cost of \$191,784, which also includes provisions for "out of scope items and pricing", the Town Manager exercised his emergency purchase authority to execute purchase orders for the above listed items. Since this exceeds the original "not-to-exceed" amount of the first year of the contract, the contract needs to be amended and requires Town Council approval. Amending the contract also provides an opportunity to include additional contractual language required by Florida law.

Attachments:

1. 25-86, 1st Amendment to Softrim Professional Services Agreement
2. 25-86, Softrim Professional Services Agreement - Emerg Purch
3. 1st Amendment to Softrim Professional Services Agreement
4. Exhibit #1 PO=FY25-0879 - Secure Door Access and Surveillance
5. Exhibit #1 PO-FY25-0884 - AV Equipment for New Chambers
6. Exhibit #1 PO-FY25-0885 - Tricaster Upgrade for New Chambers
7. Exhibit #1 PO-FY25-0895 - Wiring for 1st Floor
8. Exhibit #1 PO-FY25-0896 - Wiring for 2nd Floor
9. Exhibit #1 PO-FY25-0897 - Wiring for 3rd Floor
10. Exhibit #1 PO-FY25-1073 - 2nd Floor Wiring and Accessories
11. Exhibit #1 PO-FY25-1076 - Closed Captioning Equipment
12. Exhibit #1 PO-FY25-1094 - Chamber Cabling

Financial Impact:

The total cost of the information technology service and items required in the new town hall renovation are itemized below:

1) Secure door access and surveillance	\$35,626.00
2) AV equipment for new chambers	\$72,950.00
3) Tricaster upgrade for new chambers	\$43,067.98
4) Wiring for first floor	\$37,201.54
5) Wiring for second floor	\$27,213.17
6) Wiring for third floor	\$20,469.47
7) Wiring and accessories for second floor	\$49,390.06
8) Closed captioning equipment	\$56,768.00
9) Cabling for new chambers	\$ 1,117.50

Subtotal	\$343,803.72
Contingency	\$21,196.28

Total	\$365,000.00

This total will be covered by insurance proceeds for the Town Hall.

6. Alternative Action

The Town Council may chose not to approve this contract amendment. However, the Town is obligated to pay for the items and services provided to date.

7. Management Recommendations:

Management recommends approval of this contract amendment.

8. Recommended Approval:

Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/6/2025
Approved - 3/9/2025
Approved - 3/10/2025
Final Approval - 3/10/2025

RESOLUTION NUMBER 25-86

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICE PROVIDER AGREEMENT DATED OCTOBER 1, 2024, WITH SOFTRIM LLC, INCREASING THE NOT-TO-EXCEED AMOUNT FOR THE FIRST CONTRACT YEAR BY \$350,000.00 TO A TOTAL OF \$556,784.00, FOR ADDITIONAL SERVICES AND ITEMS RELATED TO THE RENOVATION OF THE NEW TOWN HALL; 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 of Fort Myers Beach Code Sec. 2-480 (d) provides the basis for an emergency purchase for the Town Manager to make, or authorize others to make, of supplies, services or construction items when there exists a threat to public health, welfare or safety; provided that such emergency purchases are made with such competition as is practicable under the circumstances; and

WHEREAS, the exigent nature of the renovation of the commercial building at 6231 Estero Blvd. purchased by the Town to become the new Town Hall has required the Town to act immediately upon design and construction decisions to ensure the Town will be able to vacate its temporary trailers as soon as possible to minimize the expense of renting the trailers, comply with FEMA directives, and return to normal operations; and

WHEREAS, the Town has a two-year professional service contract with Softrim LLC ending September 30, 2026, to provide information technologies services for an annual cost of \$191,784, which also includes provisions for "out of scope items and pricing"; and

WHEREAS, the Town has identified the following information technology related items related to the renovation of the new town hall that it deems essential for the efficient operation of Town business:

1) Secure door access and surveillance	\$35,626.00
2) AV equipment for new chambers	\$72,950.00
3) Tricaster upgrade for new chambers	\$43,067.98
4) Wiring for first floor	\$37,201.54
5) Wiring for second floor	\$27,213.17
6) Wiring for third floor	\$20,469.47
7) Wiring and accessories for second floor	\$49,390.06
8) Closed captioning equipment	\$56,768.00
9) Cabling for new chambers	\$ 1,117.50

Subtotal	\$343,803.72
Contingency	\$21,196.28

Total	\$365,000.00

WHEREAS, Softrim LLC has the expertise and capacity to immediately provide the items and services needed,
and

WHEREAS, the Town Manager exercised his authority to utilize the existing professional service contract with Softrim LLC to execute emergency purchase orders for the above identified items totaling \$343,803.72 to ensure the work was completed as soon as possible; and

WHEREAS, it is prudent to seek approval for an additional contingency amount of \$21,196.28 to allow for additional expenditures should it be deemed necessary; and

WHEREAS, Florida law requires the inclusion of certain contractual terms and conditions which have been included in the addendum to the Softrim contract.

NOW, THEREFORE, BE IT 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. This Resolution authorizes the First Amendment to the Professional Service Agreement with Softrim LLC dated October 1, 2024 that includes an increase of the not-to-exceed amount from \$191,784.00 during the first contract year to \$556,784.00 (an increase of \$365,000.00), and also includes the addition of certain contractual terms and conditions required by Florida law.

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 roll call vote, the result was as follows:

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

ADOPTED this 17th day of March, 2025 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:

This Resolution was filed in the Office of the Town Clerk on this ____ day _____ 2025.

REQUEST/JUSTIFICATION FOR EMERGENCY PURCHASE
(ATTACH ADDITIONAL PAGES IF NECESSARY)

REQUESTER NAME: Nicole Berzin DATE: January 23, 2025
DEPT/INSTITUTION: Town Manager PHONE: 239-313-1542
AGENCY/OFFICE: _____ REQUISITION #: 879,884,885,895,896,897,1073,1076,1094

NATURE, CAUSE OF THE EMERGENCY/EXIGENT CONDITION. Explain what the emergency is and/or what caused the emergency situation to exist.

The exigent nature of the renovation of the commercial building at 6231 Estero Blvd. purchased by the Town to become the new Town Hall requires the Town to act immediately upon design and construction decisions to ensure the Town will be able to vacate its temporary trailers as soon as possible to minimize the expense of renting the trailers, comply with FEMA directives, and return to normal operations. The need for information technology equipment will be identified throughout the design process and therefore must be ordered and installed as soon as possible. Since Softrim LLC was already under contract with the Town through September 30, 2026 to provide information technology services, and the contract provided a provision for handling "out of scope items and pricing", it is deemed to be in the best interest of the Town to utilize Softrim LLC to provide the necessary items and installation of those items. Independent quotes for the required items will also be obtained to ensure the pricing of the required items provided by Softrim is competitive.

FINANCIAL/OPERATIONAL DAMAGE TO THE TOWN. Explain the financial or operational damage that will occur if this purchase is not made immediately.

If the purchases of information technology items and services related to the renovation of the new town hall are delayed, so too will be the move to the new town hall and therefore the vacating of the temporary office trailers, which in turn will increase the rental expense for the prolonged lease of the trailers, which is currently \$25,281 per month, plus utilities. Prolonging the stay in the temporary trailers also prolongs the negative impact on productivity and efficiency resulting from working in crowded conditions.

REASON NEED WAS NOT ANTICIPATED. State the reason(s) why the need for the purchase was not, or could not be anticipated, so the items could have been procured through normal procedures.

Given the exact cost of information technology services and items related to the renovation of the new town hall cannot be known until the design is completed, and since the design is being done concurrently with construction, and since any delay in ordering information technology items or performing related information technology services will delay completion of the renovation and the move into the new town hall and the vacating of the trailers, it is deemed to be in the best interest of the town to purchase the information technology items and services under the authority of the emergency purchase provision of the purchasing ordinance and obtain formal Town Council approval as soon as possible thereafter.

Nicole R. Berzin
Signature of Head of Dept.

03/04/2025
Date

Joe Onyiah
Signature of Administrative Services/Finance Director

3/3/25
Date

[Signature]
Signature of Town Manager

3/3/25
Date

Any emergency purchase in excess of \$75,000 must be approved by the Town Council as soon as practicable after the purchase.

Agenda Date _____ Attach Copy for Audit _____

**FIRST AMENDMENT TO PROFESSIONAL SERVICE PROVIDER AGREEMENT
SOFTRIM LLC**

THIS FIRST AMENDMENT is made and entered into this 23rd day of January, 2025, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the “Town”, and SOFTRIM LLC hereinafter referred to as “Provider”, to that certain Professional Service Provider Agreement, dated October 1st, 2024 (“Agreement”) for ongoing information technology services concerning that certain Agreement, ratified by the Town Council of the Town of Fort Myers Beach on October 28, 2024.

WITNESSETH:

WHEREAS, the Town has Softrim LLC under a two-year professional service contract ending September 30, 2026, as an information technologies services provider for an annual cost of \$191,784, which also includes provisions for “out of scope items and pricing”; and

WHEREAS, the Town has identified the following information technology items related to the renovation of the new town hall that it deems essential for the efficient operation of Town business:

1) Secure door access and surveillance	\$35,626.00
2) AV equipment for new chambers	\$72,950.00
3) Tricaster upgrade for new chambers	\$43,067.98
4) Wiring for first floor	\$37,201.54
5) Wiring for second floor	\$27,213.17
6) Wiring for third floor	\$20,469.47
7) Wiring and accessories for second floor	\$49,390.06
8) Closed captioning equipment	\$56,768.00
9) Cabling for new chambers	\$ 1,117.50

Subtotal	\$343,803.72
Contingency	\$21,196.28

Total	\$365,000.00

WHEREAS, Softrim LLC has the expertise and capacity to immediately provide the items and services needed, and

WHEREAS, the Town Manager exercised his authority to utilize the existing professional service contract with Softrim LLC to execute emergency purchase orders for the above identified items totaling \$343,803.72 in order to ensure the work was completed as soon as possible; and

WHEREAS, it is prudent to authorize an additional contingency of \$21,196.28 to allow for additional expenditures should it be deemed necessary; and

WHEREAS, the parties further desire to include and/or modify existing terms and conditions in the initial Agreement as provided herein; and

WHEREAS, Section 119.0701, Florida Statute, requires that certain public agency contracts must include certain statutorily required provisions concerning a Provider's compliance with Florida's Public Records Act; and

WHEREAS, Section 768.28, Florida Statute, sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Sections 287.133 and 287.135, Florida Statutes provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Provider agrees that, to the extent that it may "act on behalf" of the Town within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Provider or keep and maintain public records required by the public agency to perform the service. If the Provider transfers all public records to the public agency upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- (e) Pursuant to Section 119.0701(2)(a), Florida Statue, **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN HALL
 2731 OAK STREET
 FORT MYERS BEACH, FL. 33931
 (239)765-0202
 FMBPUBLICRECORDS@FMBGOV.COM**

3. Public Records Compliance Indemnification. Provider agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the Provider's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Provider's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Provider authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Provider in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Florida Statue Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Florida Statue and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Provider shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Provider is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Provider attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Provider agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Provider will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Provider will also be liable for any additional costs to the Town as a result of the termination of this Agreement in accordance with this paragraph. Provider affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Provider is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Provider requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Provider is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Provider

hereby certifies that Provider is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Provider further hereby certifies that Provider is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Provider understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Provider to civil penalties, attorney's fees, and/or costs. Provider further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Provider (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern." Provider shall comply with the disclosure requirements set forth in section 286.101 (3) (a), Florida Statute, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), Florida Statute: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statute], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive the right to file any action, suit or proceeding in Federal Court, or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Provider agrees and assumes a continuous duty to disclose to the Town if the Provider or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Provider shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports etc, which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The Town has not given preference or requested documentation from the Provider based on Provider's social, political, or ideological interest. Provider agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The Town shall not be liable for any taxes and assessments imposed by a federal, state, or local governmental agency, to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but

not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Additional Terms. Notwithstanding any other provision to the contrary, the parties agree as follows:

- A. This amendment shall document the additional items and services that will be provided by Softrim LLC totaling \$343,803.72 per the quotes attached as Exhibit #1.
- B. This amendment shall document the authorization to spend an additional \$21,196.28 as a contingency should other items and services be deemed necessary to provide.
- C. **Not-to-Exceed Amount.** This amendment shall document the increase of the annual cost during the first year of the current professional service contract ending September 30, 2025, from \$191,784.00 to \$556,784.00, which is an increase of \$365,000.00 that includes the \$343,803.72 of executed purchase orders and the \$21,196.28 contingency mentioned above.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Florida Statue, Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Provider: Softrim LLC

Print Name: _____

Title: _____

Date: _____

ATTEST:

Town of Fort Myers Beach

Amy Baker, Town Clerk

Dan Allers, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM & SUFFICIENCY

Vose Law Firm, Town Attorney



We have prepared a quote for you

**Door Access & Surveillance - All Floors - Paxton and
DH Vision**

Quote # 023705
Version 1

Prepared for:

Town of Fort Myers Beach

Nicole Berzin
nicole.berzin@fmbgov.com

HARDWARE - MAIN OFFICE

Description		Price	Qty	Ext. Price
DOOR ACCESS				
PROX READERS				
PROXIMITY KP50 KEYPAD		\$255.00	7	\$1,785.00
PAXTON NET2 DESKTOP ENROLLMENT READER USB		\$99.00	1	\$99.00
CONTROL PANELS / SUB CONTROLLERS				
TROVE ACCESS AND POWER INTEGRATION KIT 8 DOOR (KIT INCLUDES, 1 - EFLOW104NB, 1 - ACM8, 1 - VR6, 1 - PDS8)		\$1,102.00	1	\$1,102.00
PAXTON NET2 CONTROLLER Plus Door Access Control System		\$510.00	7	\$3,570.00
NET2 I/O BOARD, INPUTS AND OUTPUTS		\$530.00	1	\$530.00
ALTRONIX NETWORK COMMUNICATION MODULE		\$158.00	1	\$158.00
SINGLE POWER ON/OFF ROCKER SWITCH WITH MOUNTING BRACKET		\$43.00	1	\$43.00
ALTRONIX MAGNETIC CABLE TIE MOUNTS (25 PACK)		\$135.00	1	\$135.00
ALTRONIX 68IN BATTERY LEADS (PAIR)		\$15.00	1	\$15.00
ALTRONIX RECHARGEABLE BATTERY, SLA, 12VDC, 12AH		\$73.00	2	\$146.00
CREDENTIALS				
PAXTON NET2 PROXIMITY ISO CARDS WITHOUT MAGSTRIPE, 10-PACK		\$35.50	10	\$355.00
ADDITIONAL HARDWARE				
1200LB MAGLOCK, BONDSTAT MONITOR, DOOR POSITION SWITCH, PIR		\$956.00	8	\$7,648.00

HARDWARE - MAIN OFFICE

Description	Price	Qty	Ext. Price
CAMDEN GREEN PNEUMATIC TIME DELAY MUSHROOM REX BUTTON 	\$241.00	5	\$1,205.00
Acer 27" LED LCD Monitor 	\$295.00	1	\$295.00
LOGITECH CORDLESS KEYBOARD/MOUSE COMBINATION 	\$37.00	1	\$37.00
AWOW MINI PC J3455 6GB RAM, 128SSD, W10P 	\$394.00	1	\$394.00
TRIPP LITE SMART 500VA UPS RACKMOUNT 	\$256.00	1	\$256.00
LABOR			
LABOR WILL BE AS FOLLOWS: 	\$4,300.00	1	\$4,300.00
PROX READERS WILL BE AS FOLLOWS: - SEVEN (7) PROXIMITY / KEYPAD READERS AT THE DESIGNATED LOCATIONS ON THE LOW VOLTAGEBLUE PRINTS - ONE (1) DESKTOP ENROLLMENT READER AT THE DESIGNATED DESK FOR ACTIVATING PROXIMITY CARDS			
CONTROL PANELS / SUB CONTROLLER HARDWARE WILL BE AS FOLLOWS: - ONE (1) EIGHT DOOR ACCESS AND POWER INTEGRATION CONTROL PANELS - SEVEN (7) PAXTON NET2 SINGLE DOOR CONTROLLERS - ONE (1) PAXTON NET2 I/O BOARD (ELEVATORCONTROL) - ONE (1) ALTRONIX NETWORK COMMUNICATION MODULE - ONE (1) SINGLE POWER ON/OFF ROCKER SWITCH - ONE (1) MAGNETIC CABLE TIE MOUNT (25 PACK) - TWO (2) 12VDC 12AH RECHARGABLE BATTERIES - ONE (1) 68 INCH BATTERY LEADS (PAIR)			
CREDENTIALS PROVIDED WILL BE AS FOLLOWS: TEN (10) (TEN PACK) PAXTON NET2 PROXIMITY ISO CARDS WITHOUT MAGSTRIPE			
ADDITIONAL DOOR ACCESS HARDWARE WILL BE AS FOLLOWS: - EIGHT (8) SINGLE MAGLOCKS with PIR AT THE DESIGNATED LOCATIONS ON THE BLUE PRINT. - FIVE (5) CAMDEN GREEN PNEUMATIC REX BUTTONS AT THE DESIGNATED REX LOCATIONS ON THE BLUE PRINT. - ONE (1) DEDICATED DOOR ACCESS WINDOWS 10 PC WITH MONITOR, WIRELESS KEYBOARD AND MOUSE AT A DESIGNATED LOCATION TO BE COORDINATED WITH PHOENIX HOUSE PERSONEL. - ONE (1) RACK MOUNT 500VA UPS - DOOR ACCESS SYSTEM WILL BE PROGRAMMED WITH ALL DOORS AT THE DESINGNATED AREAS. - ALL DOORS WILL BE TESTED FOR PROPER USE, SCHEDULES AND ACCESS LEVELS PROGRAMMED INTO THE DATABASEAS PER CUSTOMER REQUIREMENTS.			

HARDWARE - MAIN OFFICE

Description		Price	Qty	Ext. Price
ASSUMPTIONS - DOORS REQUIRING DOOR ACCESS EQUIPMENT WILL BE PREPPED BY OTHERS TO ALLOW FOR THE PROPER INSTALLATION OF MAG LOCKS, REX AND OTHER DOOR ACCESS HARDWARE - JUNCTION BOXES, MUD RINGS AND CONDUIT WILL BE PROVIDED AND INSTALLED BY OTHERS TO ALLOW FOR PROPER INSTALLATION OF THE DOOR PROX READERS AND REX BUTTONS - DOOR HARDWARE PROVIDER WILL SUPPLY ALL ELECTRIFIED DOOR STRIKES THAT WILL BE REQUIRED TO BE INSTALLED AT THE DESIGNATED DOORS ON THE LOW VOLTAGE BLUE PRINTS				
EXCLUSIONS - JUNCTION BOXES, MUD RINGS, CONDUIT, SLEEVES - DRYWALL REMOVAL, REPLACEMENT, PATCHING, PAINTING - FIRE CAULKING FOR LOW VOLTAGE PENETRATIONS				
SURVEILLANCE				
NVR / HARD DRIVE				
UNV NVR 1U 32 CHANNEL, 1 HDMI & 1 VGA Independent		\$523.00	1	\$523.00
UNV NVR RACK MOUNT EARS		\$20.00	1	\$20.00
UNV 10 TB HARD DRIVE		\$620.00	2	\$1,240.00
IP CAMERAS / CAMERA MOUNTS				
FIRST FLOOR				
UNV 4MP MOTORIZED WATER RESISTANT IR DOME CAMERA		\$282.00	3	\$846.00
UNV BACK BOX FOR VARIOUS FIXED DOME AND 4MP FISHEYE CAMERAS		\$30.00	3	\$90.00
4MP IP & IR BULLET CAMERA, POE, IP67, ULTRA MOTION DETECTION		\$242.00	3	\$726.00
UNV BACK BOX FOR IPC21XX SERIES WITH CIRCULAR BASE		\$30.00	3	\$90.00
SECOND FLOOR (CAMERAS TO BE MOUNTED ON THE EXTERIOR BALCONY OF THE SECOND FLOOR FOR STREET VIEW)				

HARDWARE - MAIN OFFICE

Description		Price	Qty	Ext. Price
2MP IR BULLET CAMERA, LICENSE PLATE RECOGNITION		\$850.00	2	\$1,700.00
UNV BACK BOX FOR IPC21XX SERIES WITH CIRCULAR BASE		\$30.00	2	\$60.00
MONITOR / KEYBOARD / MOUSE				
Acer 27" LED LCD Monitor		\$295.00	1	\$295.00
LOGITECH CORDLESS KEYBOARD/MOUSE COMBINATION		\$37.00	1	\$37.00
TRIPP LITE SMART 500VA UPS RACKMOUNT		\$256.00	1	\$256.00
SURVEILLANCE DISCLAIMER PLEASE BE ADVISED THE CAMERAS INCLUDED IN THIS QUOTE ARE SURVEILLANCE CAMERAS AND ARE NOT TO BE USED AS SECURITY OR LIFE SAFETY CAMERAS. SOFTRIM DOES NOT MONITOR THE FUNCTIONALITY OF THIS CAMERA SYSTEM AND WILL SERVICE ONLY WHEN REQUESTED BY THE CLIENT.		\$0.00	1	\$0.00
LABOR				



HARDWARE - MAIN OFFICE

Description	Price	Qty	Ext. Price
LABOR WILL BE AS FOLLOWS: LABOR NVR / HARD DRIVES WILL BE PROVIDED AND INSTALLED AS FOLLOWS: - ONE (1) 32 CHANNEL NVR - TWO (2) 10TB HARD DRIVES IN THE NVR IP CAMERAS / MOUNTS - THREE (3) OUTDOOR 4MP IP DOME CAMERAS WITH MOUNTS AT THE DESIGNATED CAMERA LOCATIONS ON THE BLUE PRINTS PROVIDED (FIRST FLOOR) - THREE (3) OUTDOOR 4MP IP BULLET CAMERAS WITH MOUNTS AT THE DESIGNATED CAMERA LOCATIONS ON THE BLUE PRINTS PROVIDED (FIRST FLOOR / OUTSIDE PARKING LOT VIEW) - TWO (2) OUTDOOR 2MP IP BULLET CAMERAS WITH MOUNTS AT THE DESIGNATED CAMERA LOCATIONS ON THE BLUE PRINT PROVIDED (SECOND FLOOR TERRACE / OUTSIDE VIEW NORTH AND SOUTH ESTERO BLVD) - ONE (1) 27" MONITOR AND ONE (1) WIRELESS KEYBOARD AND MOUSE FOR THE NVR VIEWING AND PROGRAMMING OF THE CAMERA SYSTEM. - ALL CAMERAS WILL BE POSITIONED, ADJUSTED FOR VIEW AND PROGRAMMED IN THE NVR. - SOFTWARE WILL BE PROVIDED AND INSTALLED FOR PC VIEWING ON A DESIGNATED PC IN THE ADMINISTRATION OFFICES. NOTE - PLEASE BE ADVISED THE CAMERAS INCLUDED IN THIS QUOTE ARE SURVEILLANCE CAMERAS AND ARE NOT TO BE USED AS SECURITY OR LIFE SAFETY CAMERAS. SOFTRIM DOES NOT MONITOR THE FUNCTIONALITY OF THIS CAMERA SYSTEM AND WILL SERVICE ONLY WHEN REQUESTED BY THE CLIENT.	\$2,970.00	1	\$2,970.00

Subtotal: **\$30,926.00**

CONSTRUCTION SERVICES

Description		Price	Qty	Ext. Price
CONSTRUCTION SERVICES (Pricing is based on all quotes combined)				
PROJECT MANAGEMENT	PROJECT SERVICES	\$2,850.00	1	\$2,850.00
INSURANCES	PROJECT SERVICES	\$1,850.00	1	\$1,850.00



CONSTRUCTION SERVICES

Description		Price	Qty	Ext. Price
ASSUMPTIONS	CONSTRUCTION SERVICES	\$0.00	1	\$0.00
ASSUMPTIONS				
PERMIT AND INSPECTIONS TO BE PROVIDED BY THE OWNER				
Subtotal:				\$4,700.00



Door Access & Surveillance - All Floors - Paxton and DH Vision



Prepared by:

HQ - Estero, FL

Frank Parsons
(239) 449-2902
FParsons@softrim.com

Prepared for:

Town of Fort Myers Beach

2731 Oak St
Fort Myers Beach, FL 33931
Nicole Berzin
(239) 313-1542
nicole.berzin@fmbgov.com

Quote Information:

Quote #: 023705

Version: 1
Delivery Date: 01/21/2025
Expiration Date: 01/31/2025

Quote Summary

Description	Amount
HARDWARE - MAIN OFFICE	\$30,926.00
CONSTRUCTION SERVICES	\$4,700.00
Total: \$35,626.00	

Please click on the following link to view the Softrim, LLC Statement of Terms, Conditions, and Limited Warranty that govern all work performed by Softrim, LLC. <http://www.softrim.com/warranty>

If this link is not accessible please contact Softrim, LLC to request a copy prior to signing. By signing below, you certify that you agree to all the terms, conditions and statement of limited warranty.

Sales Tax listed is an estimate and the final amount will be calculated at time of invoice.

Due to availability and other market conditions at the time of procurement, Softrim may replace the equipment/materials listed above with functionally comparable equivalents.

Town of Fort Myers Beach

Signature: _____
Name: Nicole Berzin
Date: _____



We have prepared a quote for you

Town of Fort Myers Beach - AV Quote

Quote # 023929
Version 1

Prepared for:

Town of Fort Myers Beach

Nicole Berzin
nicole.berzin@fmbgov.com

Wireless Microphone System

Description		Price	Qty	Ext. Price
WIRELESS MICROPHONE SYSTEM				
SHURE MICROFLEX WIRELESS 8CH ACCESS POINT TX/RX		\$3,810.00	2	\$7,620.00
SHURE MICROFLEX WIRELESS 8P NETWORK CHARGING STATION		\$1,986.00	3	\$5,958.00
SHURE MICROFLEX WIRELESS GOOSENECK MICROPHONE BASE TX		\$725.00	10	\$7,250.00
SHURE 15" GOOSENECK CARDIOID MIC FOR MX890 BASE		\$252.00	10	\$2,520.00
SHURE MICROFLEX WIRELESS OMNIDIRECTIONAL BOUNDARY MIC		\$707.00	2	\$1,414.00
SHURE AUDIO NETWORK INTERFACE, 4-OUTPUT, BLOCK CONNECTORS		\$625.00	4	\$2,500.00
SHURE 1U COMPONENT RACK TRAY FOR AUDIO NETWORK INTERFACE		\$80.00	2	\$160.00
23AWG 4PR SHIELDED CATEGORY 6 CABLE BLACK		\$0.98	300	\$294.00
LABOR				
'DEPARTMENT' SYSTEM INSTALLATION, COMMISSIONING, PROGRAMMING, AND TESTING SERVICES (INCLUDES UP TO 2HRS END USER TRAINING)	LABOR	\$2,640.00	1	\$2,640.00
Subtotal:				\$30,356.00

Council Chambers

Description		Price	Qty	Ext. Price
COUNCIL CHAMBERS				
SONY 85IN HDR 4K SMART LED TELEVISION WITH GOOGLE TV		\$1,945.00	1	\$1,945.00
SANUS TILTING TV WALL MOUNT FOR 37IN TO 110IN TV		\$159.00	1	\$159.00

Council Chambers

Description		Price	Qty	Ext. Price
PEERLESS SMARTMOUNT UNIVERSAL CEILING MOUNT W/ CEILING MOUNT		\$350.00	6	\$2,100.00
WATTBOX 2-OUTLET PREMIUM SURGE PROTECTOR WITH NOISE FILTER		\$80.00	7	\$560.00
100FT HDMI ACTIVE OPTICAL CABLE, 4K 60HZ, PLENUM RATED		\$632.00	4	\$2,528.00
75FT HDMI ACTIVE OPTICAL CABLE, 4K 60HZ, PLENUM RATED		\$506.00	3	\$1,518.00
LABOR				
'DEPARTMENT' SYSTEM INSTALLATION, COMMISSIONING, PROGRAMMING, AND TESTING SERVICES (INCLUDES UP TO 2HRS END USER TRAINING)	LABOR	\$4,400.00	1	\$4,400.00

Subtotal: **\$13,210.00**

Speaker Zones, Relocation, Reinstallation

Description		Price	Qty	Ext. Price
SPEAKER ZONES, RELOCATION AND REINSTALLATION				
LEA CONNECT SERIES 4-CHANNEL X 350W POWER AMPLIFIER		\$1,782.00	1	\$1,782.00
16AWG 2C SPEAKER CABLE BLACK		\$0.25	600	\$150.00
LABOR				
'DEPARTMENT' SYSTEM INSTALLATION, COMMISSIONING, PROGRAMMING, AND TESTING SERVICES	LABOR	\$3,080.00	1	\$3,080.00

Subtotal: **\$5,012.00**

Comcast Channel Insertion Equipment

Description		Price	Qty	Ext. Price
COMCAST CHANNEL INSERTION EQUIPMENT				
18G BARE COPPER DUAL SH SDI CBL WHITE (1000')		\$0.89	300	\$267.00

Comcast Channel Insertion Equipment

Description		Price	Qty	Ext. Price
MIDDLE ATLANTIC 1U RK MNT RELAY CONT POWER STRIP		\$276.00	2	\$552.00
BLACKMAGIC DESIGN MINI CONVERTER SDI DISTRIBUTION		\$236.00	1	\$236.00
BLACKMAGIC DESIGN MINI CONVERTER UP DOWN CROSS HD		\$228.00	1	\$228.00
BRIGHTSIGN HD MAINSTREAM HTML5 PLAYER WITH EXPANDED IO		\$536.00	1	\$536.00
BRIGHTSIGN APPROVED 32GB CLASS 10 MICRO SD CARD		\$44.00	1	\$44.00
HENRY ENGINEERING SUPER RELAY UTILITY CONTROL INTERFACE		\$643.00	1	\$643.00
LABOR				
'DEPARTMENT' SYSTEM INSTALLATION, COMMISSIONING, PROGRAMMING, AND TESTING SERVICES (INCLUDES UP TO 2HRS END USER TRAINING)	LABOR	\$3,520.00	1	\$3,520.00

Subtotal: **\$6,026.00**

Detachable Equipment - Rack Hardware

Description		Price	Qty	Ext. Price
DETACHABLE EQUIPMENT RACK, RACK HARDWARE				
MIDDLE ATLANTIC 40SP 28"D EQUIP RACK W/ REAR DOOR		\$938.00	1	\$938.00
MIDDLE ATLANTIC 40SP ERK SERIES REAR RACK RAILS		\$93.00	1	\$93.00
MIDDLE ATLANTIC 285CFM ERK SERIES FAN TOP		\$343.00	1	\$343.00
MIDDLE ATLANTIC HEAVY DUTY CASTER BASE OPTION FOR 28IN DEEP		\$255.00	1	\$255.00
MIDDLE ATLANTIC 15A 16-OUTLET LOW PROFILE VERTICAL PWR STRIP		\$194.00	1	\$194.00
MIDDLE ATLANTIC 15A 9-OUTLET RACK MOUNT POWER STRI		\$145.00	1	\$145.00
MIDDLE ATLANTIC 1U BRUSH GROMMET CABLE ORGANIZER		\$64.00	3	\$192.00

Detachable Equipment - Rack Hardware

Description		Price	Qty	Ext. Price
MIDDLE ATLANTIC 12-PC CONTRACTOR PACK VTF1 BLANK		\$192.00	1	\$192.00
MIDDLE ATLANTIC PACK OF 500 HP RUST PROOF SCREWS		\$253.00	1	\$253.00
MIDDLE ATLANTIC 2SP VENTED UTILITY/EQUIPMENT SHELF		\$66.00	1	\$66.00
MIDDLE ATLANTIC 10PK LACEING BARS 2" OFF SET		\$71.00	2	\$142.00
MIDDLE ATLANTIC 2000VA RACK MOUNT ONLINE UPS POWER CENTER		\$2,900.00	1	\$2,900.00
H/T 3IN WIRING DUCT COVER BLACK (6FT LENGTH)		\$20.00	3	\$60.00
H/T 3IN X 3IN WALL WIRING DUCT BLACK (6FT LENGTH)		\$55.00	3	\$165.00
LABOR				
DEPARTMENT' SYSTEM INSTALLATION	LABOR	\$4,400.00	1	\$4,400.00

Subtotal: **\$10,338.00**

Detachable Equipment - Wall Rack Hardware

Description		Price	Qty	Ext. Price
DETACHABLE EQUIPMENT RACK, WALL RACK HARDWARE				
NEUTRIK 1U ANGLED RACK PANEL WITH (8) D-SHAPE CUT OUTS BLACK		\$109.00	5	\$545.00
NEUTRIK D-SERIES ISLOATED UHD BNC FEED THRU CHASSIS CONNECT		\$14.00	2	\$28.00
NEUTRIK 3-PIN XLR MALE PANEL/CHASSIS MOUNT CONNECTOR		\$6.50	2	\$13.00
NEUTRIK 1/4IN TRS CHASSIS MOUNT BLACK & GOLD		\$12.00	2	\$24.00
NEUTRIK HDMI 2.0 FEEDTHROUGH ADAPTOR, D SHAPED		\$22.00	12	\$264.00

Detachable Equipment - Wall Rack Hardware

Description		Price	Qty	Ext. Price
VANCO 20FT HIGH SPEED HDMI WITH ETHERNET		\$59.00	12	\$708.00
VANCO 30FT HIGH SPEED HDMI WITH ETHERNET		\$90.00	12	\$1,080.00
NEUTRIK D-SERIES CAT6 ETHERCON CHASSIS IDC TERMINATION BLACK		\$42.00	11	\$462.00
NEUTRIK D-SERIES 4-POLE SPEAKON PANEL MOUNT CONNECTOR BLACK		\$7.50	11	\$82.50
NEUTRIK 4-POLE CABLE MNT SPEAKON CONNECT		\$8.50	11	\$93.50
NEUTRIK CAT6 ETHERCON CABLE CONNECTOR SELF TERMINATION		\$18.00	11	\$198.00
STARTECH 5U 19" STEEL VERTICAL WALL MOUNT		\$110.00	1	\$110.00
LABOR				
DEPARTMENT SYSTEM INSTALLATION	LABOR	\$4,400.00	1	\$4,400.00
Subtotal:				\$8,008.00

Town of Fort Myers Beach - AV Quote



Prepared by:

HQ - Estero, FL

Frank Parsons
(239) 449-2902
FParsons@softrim.com

Prepared for:

Town of Fort Myers Beach

2731 Oak St
Fort Myers Beach, FL 33931
Nicole Berzin
(239) 313-1542
nicole.berzin@fmbgov.com

Quote Information:

Quote #: 023929

Version: 1
Delivery Date: 01/21/2025
Expiration Date: 02/03/2025

Quote Summary

Description	Amount
Wireless Microphone System	\$30,356.00
Council Chambers	\$13,210.00
Speaker Zones, Relocation, Reinstallation	\$5,012.00
Comcast Channel Insertion Equipment	\$6,026.00
Detachable Equipment - Rack Hardware	\$10,338.00
Detachable Equipment - Wall Rack Hardware	\$8,008.00
Total: \$72,950.00	

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Due to availability and other market conditions at the time of procurement, Softrim may replace the equipment/materials listed above with functionally comparable equivalents.

HQ - Estero, FL

Town of Fort Myers Beach

Signature: _____

Name: Frank Parsons

Title: Vice President

Date: 01/21/2025

Signature: _____

Name: Nicole Berzin

Date: _____



We have prepared a quote for you

Town of Fort Myers Beach - TriCaster Upgrade Quote

Quote # 023936

Version 1

Prepared for:

Town of Fort Myers Beach

Nicole Berzin

nicole.berzin@fmbgov.com

TriCaster Upgrade

Description		Price	Qty	Ext. Price
TRICASTER				
NEWTEK TRICASTER TC1 STANDALONE PRODUCTION PLATFORM		\$18,280.00	1	\$18,280.00
NEWTEK RACK RAILS FOR 2U AND 3U SYSTEMS		\$337.00	1	\$337.00
NETGEAR M4250 8-PORT GIGABIT POE+ SWITCH		\$655.00	1	\$655.00
BLACKMAGIC DESIGN MINI CONVERTER 4K HDMI TO 6G SDI		\$222.00	1	\$222.00
LOGITECH CORDLESS KB/MOU BLACK		\$156.00	1	\$156.00
JBL 305P MKII STUDIO MONITOR SPEAKER KIT		\$499.98	1	\$499.98
STARTECH MINI DP TO HDMI ADAPTER		\$19.00	1	\$19.00
QNAP TS-464EU RACKMOUNT HIGH PERFORMANCE 4-BAY NAS 8GB RAM		\$1,101.00	1	\$1,101.00
SEAGATE IRONWOLF PRO 20TB 7200RPM INTERNAL SATA HD		\$562.00	4	\$2,248.00
STARTECH DISPLAYPORT TO HDMI VIDEO ADAPTER		\$24.00	1	\$24.00
LOGITECH R800 PROFESSIONAL PRESENTER		\$92.00	1	\$92.00
48IN CORNER DESK & 48IN STRAIGHT DESK		\$1,430.00	1	\$1,430.00
LABOR				
'DEPARTMENT' SYSTEM INSTALLATION, COMMISSIONING, PROGRAMMING, AND TESTING SERVICES (INCLUDES UP TO 2HRS END USER TRAINING)	LABOR	\$5,000.00	1	\$5,000.00

Subtotal: **\$30,063.98**

On-Air Signal Lights

Description	Price	Qty	Ext. Price
ON-AIR SIGNAL LIGHTS			

On-Air Signal Lights

Description		Price	Qty	Ext. Price
YELLOWTEC LITT 50 BASE CONTROLLER WITH TOP CAP		\$222.00	2	\$444.00
YELLOWTEC LITT 35MM COLOR SEGMENT RED		\$155.00	3	\$465.00
YELLOWTEC LITT BASE CONTROLLER WALL MOUNT		\$257.00	1	\$257.00
YELLOWTEC LITT 50 SPOILER		\$34.00	1	\$34.00
YELLOWTEC LITT 120MM RISER SECTION		\$33.00	1	\$33.00
YELLOWTEC LITT MOUNTING FLANGE		\$32.00	3	\$96.00
ALTRONIX 1U RK MNT 24VDC 8A POWER DISTRIBUTER		\$510.00	1	\$510.00
YELLOWTEC LITT SYSTEM CABLE COLOR CODED 50M DRUM		\$257.00	4	\$1,028.00
LABOR				
'DEPARTMENT' SYSTEM INSTALLATION, COMMISSIONING, PROGRAMMING, AND TESTING SERVICES (INCLUDES UP TO 2HRS END USER TRAINING)	LABOR	\$880.00	1	\$880.00
Subtotal:				\$3,747.00

Hearing Impaired Equipment

Description		Price	Qty	Ext. Price
HEARING IMPAIRED EQUIPMENT				
LISTEN TECHNOLOGIES WIFI/RF ADVANCED SYSTEM COMBO WITH DANTE		\$3,072.00	1	\$3,072.00
LISTEN TECHNOLOGIES INTELLIGENT DSP RF RX WITH LI-ION BATT		\$227.00	10	\$2,270.00
LISTEN TECHNOLOGIES INTELLIGENT EARPHONE / NECK LOOP LANYARD		\$78.00	10	\$780.00
LISTEN TECHNOLOGIES INTELLIGENT 12-UNIT CHARGING/CARRY CASE		\$495.00	1	\$495.00



Hearing Impaired Equipment

Description	Price	Qty	Ext. Price
LABOR			
'DEPARTMENT' SYSTEM INSTALLATION, COMMISSIONING, PROGRAMMING, AND TESTING SERVICES (INCLUDES UP TO 2HRS END USER TRAINING) LABOR	\$2,640.00	1	\$2,640.00
Subtotal:			\$9,257.00

Town of Fort Myers Beach - TriCaster Upgrade Quote



Prepared by:

HQ - Estero, FL

Frank Parsons
(239) 449-2902
FParsons@softrim.com

Prepared for:

Town of Fort Myers Beach

2731 Oak St
Fort Myers Beach, FL 33931
Nicole Berzin
(239) 313-1542
nicole.berzin@fmbgov.com

Quote Information:

Quote #: 023936

Version: 1
Delivery Date: 01/21/2025
Expiration Date: 02/04/2025

Quote Summary

Description	Amount
TriCaster Upgrade	\$30,063.98
On-Air Signal Lights	\$3,747.00
Hearing Impaired Equipment	\$9,257.00
Total: \$43,067.98	

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Sales Tax listed is an estimate and the final amount will be calculated at time of invoice.

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HQ - Estero, FL

Town of Fort Myers Beach

Signature: _____
Name: Frank Parsons
Title: Vice President
Date: 01/21/2025

Signature: _____
Name: Nicole Berzin
Date: _____



We have prepared a quote for you

Structured Cable & Network Infrastructure - First Floor

Quote # 023971
Version 1

Prepared for:

Town of Fort Myers Beach

Nicole Berzin
nicole.berzin@fmbgov.com

HARDWARE

Description		Price	Qty	Ext. Price
STRUCTURED CABLE				
CAT6 CABLE NON PLENUM (BLUE)(DATA/PHONE)		\$0.22	11700	\$2,574.00
RG6 COAX CABLE QUAD-SHIELD NON PLENUM (BLACK)		\$0.16	1776	\$284.16
RG11 COAX CABLE QUAD NON PLENUM (BLACK)		\$0.58	566	\$328.28
22/8 STRANDED CABLE NP (GRAY) (DOOR ACCESS)		\$0.29	1048	\$303.92
16/4 STRANDED CABLE NP (GRAY) (DOOR ACCESS)		\$0.53	1731	\$917.43
CAT6 JACK BLUE (DATA/VOICE)		\$11.75	25	\$293.75
CAT6 JACK BLACK (TV)		\$11.80	7	\$82.60
CAT6 JACK VIOLET (AV)		\$12.20	2	\$24.40
RG6 F-TYPE JACK 3GHz WHITE (TV)		\$5.33	7	\$37.31
RG6 UNIVERSAL "F" CONNECTOR (NON-PLENUM)		\$1.53	16	\$24.48
RG11 COMPRESSION		\$5.45	4	\$21.80

HARDWARE

Description		Price	Qty	Ext. Price
CAT6 RJ45 MOD CLIP (EACH)		\$0.85	15	\$12.75
HARNESSING				
J-HOOK 2 INCH FLAT BACK		\$5.65	105	\$593.25
J-HOOK 3/4 INCH FLAT BACK		\$2.50	40	\$100.00
ERICO CABLE CLIP FLEXIBLE TO STUD		\$2.00	48	\$96.00
CABLING INFRASTRUCTURE				
QUICKPORT 48 PORT UNLOADED PATCH PANEL (BLACK)		\$79.00	1	\$79.00
2U HORIZONTAL WIRE MANAGEMENT		\$95.00	2	\$190.00
CAT6 JACK BLUE (DATA/VOICE)		\$11.75	25	\$293.75
CAT6 JACK WHITE (SURVEILLANCE)		\$11.75	6	\$70.50
CAT6 JACK YELLOW (DOOR ACCESS)		\$11.80	5	\$59.00
CAT6 JACK GREEN (WAP)		\$11.92	5	\$59.60
CAT6 JACK VIOLET (AV)		\$12.20	2	\$24.40
CAT6 JACK BLACK (TV)		\$11.80	7	\$82.60

HARDWARE

Description		Price	Qty	Ext. Price
CAT6 PATCH CABLE 5FT (BLUE)(VOICE/DATA)		\$4.20	34	\$142.80
CAT6 PATCH CABLE 5FT (WHITE)(SURVEILLANCE)		\$2.82	6	\$16.92
CAT6 PATCH CABLE 5FT (YELLOW)(DOOR ACCESS)		\$2.82	5	\$14.10
CAT6 PATCH CABLE 5FT (GREEN)(WAP)		\$2.82	5	\$14.10
CAT6 PATCH CABLE 5FT (VIOLET)(AV)		\$2.82	2	\$5.64
CAT6 PATCH CABLE 5FT (BLACK)(TV DATA)		\$4.00	7	\$28.00
NETWORK INFRASTRUCTURE				
WI-FI 6 PRO ACCESS POINT		\$219.00	5	\$1,095.00
48-PORT FULL POE MANAGED NETWORK SWITCH		\$1,344.00	1	\$1,344.00
DELL NEW OP MFF I5/14C, 16GB RAM, 256GB SSD, WLAN, W11P		\$1,030.00	9	\$9,270.00
LOGITECH CORDLESS KEYBOARD/MOUSE COMBINATION		\$39.00	9	\$351.00
ACER 22" LED MONITOR /W VGA, DP, HDMI & SPEAKERS		\$174.00	18	\$3,132.00
APC 5 OUTLET UPS WITH 2 ADDTL SURGE ONLY OUTLETS 600VA		\$109.00	9	\$981.00
BINARY 2M 18G DPL CERTIFIED 4K HIGH SPEED HDMI CABLE		\$17.00	18	\$306.00
LABOR				

HARDWARE

Description	Price	Qty	Ext. Price
LABOR WILL BE AS FOLLOWS: LABOR LABOR WILL BE PROVIDED FOR STRUCTURED CABLING ON THE THIRD FLOOR. LABOR WILL BE TO PROVIDE AND INSTALL ITEMS AS FOLLOWS: STRUCTURED CABLE - CAT6 STRUCTURED CABLE FOR THE VOICE AND DATA LOCATIONS SPECIFIED ON THE BLUEPRINT. CABLES WILL BE TERMINATED TO CAT6 JACKS AT THE STATION AND MDF LOCATION. - CAT6 STRUCTURED CABLE FOR THE WIFI APS DESIGNATED ON THE BLUEPRINT - CABLES AT THE EQUIPMENT END WILL BE TERMINATED WITH CAT6 RJ45 8 CONDUCTOR MOD CLIPS - CAT6 STRUCTURED CABLE FOR THE SURVEILLANCE CAMERA LOCATIONS DESIGNATED ON THE BLUEPRINT. CABLES WILL BE TERMINATED TO CAT6 RJ45 8 CONDUCTOR MOD CLIPS AND CAT6 DATA JACKS AT THE MDF PATCH PANEL. - CAT6 STRUCTURED CABLE FOR THE AUDIO VIDEO LOCATION DESIGNATED ON THE BLUEPRINT. CABLES WILL BE TERMINATED TO CAT6 JACKS AT THE STATION AND MDF LOCATION. - CAT6 AND RG6 STRUCTURED CABLE FOR THE TV LOCATIONS DESIGNATED ON THE BLUEPRINT. 22/8 STRANDED CABLE FOR THE DOOR ACCESS PROX/KEYPAD READER LOCATIONS SPECIFIED ON THE BLUEPRINT 16/4 STRANDED CABLE FOR THE DOOR ACCESS MAGLOCKS / REX LOCATIONS SPECIFIED ON THE BLUE PRINT HARNESSING - J-HOOK ASSEMBLIES TO SUPPORT THE CABLE HARNESS WIFI - FIVE (5) WIFI 6 PRO WIRELESS ACCESS POINTS INFRASTRUCTURE - ONE (1) 48 PORT UNLOADED RACK MOUNT PATCH PANEL - TWO (2) 2U HORIZONTAL WIRE MANAGEMENT PANELS - TWENTY FIVE (25) CAT6 QUICK CONNECT JACK INSERT (BLUE) - VOICE/DATA - SIX (6) CAT6 QUICK CONNECT JACK INSERT (WHITE) - SURVEILLANCE - FIVE (5) CAT6 QUICK CONNECT JACK INSERT (YELLOW) - DOOR ACCESS - FIVE (5) CAT6 QUICK CONNECT JACK INSERT (GREEN) - WIFI - TWO (2) CAT6 QUICK CONNECT JACK INSERT (VIOLET) - AV - SEVEN (7) CAT6 QUICK CONNECT JACK INSERT (BLACK) - TV NETWORK INFRASTRUCTURE - ONE (1) 48 PORT FULL PoE MANAGED NETWORK SWITCH ASSUMPTIONS - JUNCTION BOXES, MUD RINGS, CONDUIT, CONDUIT SLEEVES WILL BE PROVIDED AND INSTALLED BY OTHERS - FIRE CAULKING, UL SYSTEMS, FIRE PILLOWS WILL BE PROVIDED AND INSTALLED BY OTHERS	\$13,948.00	1	\$13,948.00



HARDWARE

Description	Price	Qty	Ext. Price
Subtotal:			\$37,201.54



Structured Cable & Network Infrastructure - First Floor



Prepared by:

HQ - Estero, FL

Frank Parsons
(239) 449-2902
FParsons@softrim.com

Prepared for:

Town of Fort Myers Beach

2731 Oak St
Fort Myers Beach, FL 33931
Nicole Berzin
(239) 313-1542
nicole.berzin@fmbgov.com

Quote Information:

Quote #: 023971

Version: 1
Delivery Date: 01/21/2025
Expiration Date: 02/10/2025

Quote Summary

Description	Amount
HARDWARE	\$37,201.54
Total: \$37,201.54	

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Sales Tax listed is an estimate and the final amount will be calculated at time of invoice.

Due to availability and other market conditions at the time of procurement, Softrim may replace the equipment/materials listed above with functionally comparable equivalents.

Town of Fort Myers Beach

Signature: _____

Name: Nicole Berzin

Date: _____



We have prepared a quote for you

Structured Cable & Network Infrastructure - Second Floor

Quote # 023975
Version 1

Prepared for:

Town of Fort Myers Beach

Nicole Berzin
nicole.berzin@fmbgov.com

9210 Estero Park Commons Blvd
 Estero, FL 33928
 www.softrim.com
 2394494444



HARDWARE

Description		Price	Qty	Ext. Price
STRUCTURED CABLE				
CAT6 CABLE NON PLENUM (BLUE)(DATA/PHONE)		\$0.22	10269	\$2,259.18
RG6 COAX CABLE QUAD-SHIELD NON PLENUM (BLACK)		\$0.16	427	\$68.32
CAT6 JACK BLUE (DATA/VOICE)		\$11.75	66	\$775.50
CAT6 JACK BLACK (TV)		\$11.80	3	\$35.40
RG6 F-TYPE JACK 3GHz WHITE (TV)		\$5.33	3	\$15.99
SINGLE GANG JACK PLATE 2-PORT - ID WINDOW - WHT		\$2.40	36	\$86.40
RG6 UNIVERSAL "F" CONNECTOR (NON-PLENUM)		\$1.53	6	\$9.18
CAT6 RJ45 MOD CLIP (EACH)		\$0.85	13	\$11.05
HARNESSING				
J-HOOK 2 INCH FLAT BACK		\$5.65	125	\$706.25
ERICO CABLE CLIP FLEXIBLE TO STUD		\$2.00	198	\$396.00
CABLING INFRASTRUCTURE				
QUICKPORT 48 PORT UNLOADED PATCH PANEL (BLACK)		\$79.00	2	\$158.00
2U HORIZONTAL WIRE MANAGEMENT		\$95.00	2	\$190.00

9210 Estero Park Commons Blvd
 Estero, FL 33928
 www.softrim.com
 2394494444



HARDWARE

Description		Price	Qty	Ext. Price
CAT6 JACK BLUE (DATA/VOICE)		\$11.75	66	\$775.50
CAT6 JACK WHITE (SURVEILLANCE)		\$11.75	2	\$23.50
CAT6 JACK GREEN (WAP)		\$11.92	9	\$107.28
CAT6 JACK BLACK (TV)		\$11.80	3	\$35.40
CAT6 PATCH CABLE 5FT (BLUE)(VOICE/DATA)		\$4.20	66	\$277.20
CAT6 PATCH CABLE 5FT (WHITE)(SURVEILLANCE)		\$2.82	2	\$5.64
CAT6 PATCH CABLE 5FT (GREEN)(WAP)		\$2.82	9	\$25.38
CAT6 PATCH CABLE 5FT (BLACK)(TV DATA)		\$4.00	6	\$24.00
NETWORK INFRASTRUCTURE				
WI-FI 6 PRO ACCESS POINT		\$219.00	8	\$1,752.00
UniFi AP, AC PRO W/POE		\$189.00	1	\$189.00
48-PORT FULL POE MANAGED NETWORK SWITCH		\$1,344.00	1	\$1,344.00
24-PORT FULL POE MANAGED NETWORK SWITCH		\$799.00	1	\$799.00
LABOR				

9210 Estero Park Commons Blvd
 Estero, FL 33928
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 2394494444



HARDWARE

Description	Price	Qty	Ext. Price
LABOR WILL BE AS FOLLOWS: LABOR LABOR WILL BE PROVIDED FOR STRUCTURED CABLING ON THE THIRD FLOOR. LABOR WILL BE TO PROVIDE AND INSTALL ITEMS AS FOLLOWS: STRUCTURED CABLE - CAT6 STRUCTURED CABLE FOR THE VOICE AND DATA LOCATIONS SPECIFIED ON THE BLUEPRINT. CABLES WILL BE TERMINATED TO CAT6 JACKS AT THE STATION AND MDF LOCATION. - CAT6 STRUCTURED CABLE FOR THE WIFI APS DESIGNATED ON THE BLUEPRINT - CABLES AT THE EQUIPMENT END WILL BE TERMINATED WITH CAT6 RJ45 8 CONDUCTOR MOD CLIPS - CAT6 STRUCTURED CABLE FOR THE SURVEILLANCE CAMERA LOCATIONS DESIGNATED ON THE BLUEPRINT. CABLES WILL BE TERMINATED TO CAT6 RJ45 8 CONDUCTOR MOD CLIPS AND CAT6 DATA JACKS AT THE MDF PATCH PANEL. - CAT6 AND RG6 STRUCTURED CABLE FOR THE TV LOCATIONS DESIGNATED ON THE BLUEPRINT. HARNESING - J-HOOK ASSEMBLIES TO SUPPORT THE CABLE HARNESS WIFI - EIGHT (8) WIFI 6 PRO WIRELESS ACCESS POINTS (INTERNAL) - ONE (1) WIFI AC PRO WIRELESS ACCESS POINT (EXTERNAL) INFRASTRUCTURE - TWO (2) 48 PORT UNLOADED RACK MOUNT PATCH PANEL - TWO (2) 2U HORIZONTAL WIRE MANAGEMENT PANELS - SIXTY SIX (66) CAT6 QUICK CONNECT JACK INSERT (BLUE) - VOICE/DATA - TWO (2) CAT6 QUICK CONNECT JACK INSERT (WHITE) - SURVEILLANCE - NINE (9) CAT6 QUICK CONNECT JACK INSERT (GREEN) - WIFI - THREE (3) CAT6 QUICK CONNECT JACK INSERT (BLACK) - TV NETWORK INFRASTRUCTURE - ONE (1) 48 PORT FULL PoE MANAGED NETWORK SWITCH - ONE (1) 24 PORT FULL PoE MANAGED NETWORK SWITCH ASSUMPTIONS - JUNCTION BOXES, MUD RINGS, CONDUIT, CONDUIT SLEEVES WILL BE PROVIDED AND INSTALLED BY OTHERS - FIRE CAULKING, UL SYSTEMS, FIRE PILLOWS WILL BE PROVIDED AND INSTALLED BY OTHERS	\$17,144.00	1	\$17,144.00

Subtotal: **\$27,213.17**

Signature: 
 Name: Nicole Berzin
 Date: 1/23/25

Town of Fort Myers Beach

Due to availability and other market conditions at the time of procurement, Softrim may replace the equipment/materials listed above with functionally comparable equivalents.

Sales Tax listed is an estimate and the final amount will be calculated at time of invoice.

If this link is not accessible please contact Softrim, LLC to request a copy prior to signing. By signing below, you certify that you agree to all the terms, conditions and statement of limited warranty.

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Total: \$27,213.17

Description	Amount
HARDWARE	\$27,213.17

Quote Summary



Prepared by: Frank Parsons
 HQ - Estero, FL
 (239) 449-2902
 FParsons@softrim.com

Prepared for: Town of Fort Myers Beach
 2731 Oak St
 Fort Myers Beach, FL 33931
 Nicole Berzin
 (239) 313-1542
 nicole.berzin@fmbgov.com

Quote Information:
 Quote #: 023975
 Version: 1
 Delivery Date: 01/21/2025
 Expiration Date: 02/10/2025

Structured Cable & Network Infrastructure - Second Floor

9210 Estero Park Commons Blvd
 Estero, FL 33928
 www.softrim.com
 2394494444





We have prepared a quote for you

Structured Cable & Network Infrastructure - Third Floor

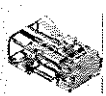
Quote # 023690
Version 1

Prepared for:

Town of Fort Myers Beach

Nicole Berzin
nicole.berzin@fmbgov.com

HARDWARE

Description		Price	Qty	Ext. Price
STRUCTURED CABLE				
CAT6 CABLE NON PLENUM (BLUE)(DATA/PHONE)		\$0.22	875	\$192.50
22/8 STRANDED CABLE NP (GRAY) (DOOR ACCESS)		\$0.29	400	\$116.00
16/4 STRANDED CABLE NP (GRAY) (DOOR ACCESS)		\$0.53	400	\$212.00
CAT6 JACK GREEN (WAP)		\$11.92	8	\$95.36
CAT6 JACK BLUE (DATA/VOICE)		\$11.75	27	\$317.25
CAT6 JACK YELLOW (DOOR ACCESS)		\$11.80	10	\$118.00
CAT6 RJ45 MOD CLIP (EACH)		\$0.85	10	\$8.50
HARNESING				
J-HOOK 2 INCH FLAT BACK		\$5.65	58	\$327.70
CABLING INFRASTRUCTURE				
QUICKPORT 48 PORT UNLOADED PATCH PANEL (BLACK)		\$79.00	1	\$79.00
2U HORIZONTAL WIRE MANAGEMENT		\$95.00	2	\$190.00
CAT6 PATCH CABLE 5FT (GREEN)(WAP)		\$2.82	8	\$22.56
CAT6 PATCH CABLE 5FT (BLUE)(VOICE/DATA)		\$4.20	27	\$113.40

9210 Estero Park Commons Blvd
 Estero, FL 33928
 www.softrim.com
 2394494444



HARDWARE

Description		Price	Qty	Ext. Price
CAT6 PATCH CABLE 5FT (YELLOW)(DOOR ACCESS)		\$2.82	10	\$28.20
NETWORK INFRASTRUCTURE				
WI-FI 6 PRO ACCESS POINT		\$219.00	8	\$1,752.00
48-PORT FULL POE MANAGED NETWORK SWITCH		\$1,344.00	1	\$1,344.00
24-PORT FULL POE MANAGED NETWORK SWITCH		\$799.00	1	\$799.00
SONICWALL TZ670 TOTAL SECURE - ADVANCED EDITION 1YR	LICENSE	\$3,012.00	1	\$3,012.00
SONICWALL TZ670 HIGH AVAILABILITY		\$1,172.00	1	\$1,172.00
LABOR				



HARDWARE

Description	Price	Qty	Ext. Price
LABOR WILL BE AS FOLLOWS: LABOR LABOR WILL BE PROVIDED FOR STRUCTURED CABLING ON THE THIRD FLOOR. LABOR WILL BE TO PROVIDE AND INSTALL ITEMS AS FOLLOWS: STRUCTURED CABLE - CAT6 STRUCTURED CABLE FOR THE WIFI APS DESIGNATED ON THE BLUEPRINT - CABLES AT THE EQUIPMENT END WILL BE TERMINATED WITH CAT6 RJ45 8 CONDUCTOR MOD CLIPS 22/8 STRANDED CABLE FOR THE DOOR ACCESS PROX/KEYPAD READER LOCATIONS SPECIFIED ON THE BLUEPRINT 16/4 STRANDED CABLE FOR THE DOOR ACCESS MAGLOCKS / REX LOCATIONS SPECIFIED ON THE BLUE PRINT HARNESSING - J-HOOK ASSEMBLIES TO SUPPORT THE CABLE HARNESS WIFI - EIGHT (8) WIFI 6 PRO WIRELESS ACCESS POINTS (INTERNAL) INFRASTRUCTURE - ONE (1) 48 PORT UNLOADED RACK MOUNT PATCH PANEL - TWO (2) 2U HORIZONTAL WIRE MANAGEMENT PANELS - EIGHT (8) CAT6 QUICK CONNECT JACK INSERT (GREEN) - WIFI - TWENTY SEVEN (27) CAT6 QUICK CONNECT JACK INSERT (BLUE) - VOICE/DATA - TEN (10) CAT6 QUICK CONNECT JACK INSERT (YELLOW) - DOOR ACCESS - EIGHT (8) CAT6 DATA PATCH CABLE 5 FOOT (GREEN) - WIFI - TWENTY SEVEN (27) CAT6 DATA PATCH CABLES 5 FOOT (BLUE) - VOICE/DATA - TEN (10) CAT6 DATA PATCH CABLES 5 FOOT (YELLOW) - DOOR ACCESS NETWORK INFRASTRUCTURE - ONE (1) 48 PORT FULL PoE MANAGED NETWORK SWITCH - ONE (1) 24 PORT FULL PoE MANAGED NETWORK SWITCH - ONE (1) SONICWALL TZ670 FIREWALL - ONE (1) SONICWALL 1 YEAR LICENSE ASSUMPTIONS - JUNCTION BOXES, MUD RINGS, CONDUIT, CONDUIT SLEEVES WILL BE PROVIDED AND INSTALLED BY OTHERS - FIRE CAULKING, UL SYSTEMS, FIRE PILLOWS WILL BE PROVIDED AND INSTALLED BY OTHERS	\$10,570.00	1	\$10,570.00

Subtotal: \$20,469.47

9210 Estero Park Commons Blvd
Estero, FL 33928
www.softrim.com
2394494444



Structured Cable & Network Infrastructure - Third Floor



Prepared by:
HQ - Estero, FL
Frank Parsons
(239) 449-2902
FParsons@softrim.com

Prepared for:
Town of Fort Myers Beach
2731 Oak St
Fort Myers Beach, FL 33931
Nicole Berzin
(239) 313-1542
nicole.berzin@fmbgov.com

Quote Information:
Quote #: 023690
Version: 1
Delivery Date: 01/21/2025
Expiration Date: 01/31/2025

Quote Summary

Description	Amount
HARDWARE	\$20,469.47
Total:	\$20,469.47

Please click on the following link to view the Softrim, LLC Statement of Terms, Conditions, and Limited Warranty that govern all work performed by Softrim, LLC. <http://www.softrim.com/warranty>

If this link is not accessible please contact Softrim, LLC to request a copy prior to signing. By signing below, you certify that you agree to all the terms, conditions and statement of limited warranty.

Sales Tax listed is an estimate and the final amount will be calculated at time of invoice.

Due to availability and other market conditions at the time of procurement, Softrim may replace the equipment/materials listed above with functionally comparable equivalents.

Town of Fort Myers Beach

Signature:

A handwritten signature in blue ink, appearing to read 'Nicole Berzin'.

Name:

~~Nicole Berzin~~ Andrew Hyatt

Date:

1/23/25



We have prepared a quote for you

Town of Fort Myers Beach - AV Quote CO

Quote # 024126
Version 1

Prepared for:

Town of Fort Myers Beach

Nicole Berzin
nicole.berzin@fmbgov.com

Broadcast Equipment

Description		Price	Qty	Ext. Price
BROADCAST EQUIPMENT - CAFETERIA				
SHURE MICROFLEX WIRELESS 8CH ACCESS POINT TX/RX		\$3,810.00	1	\$3,810.00
SHURE MICROFLEX WIRELESS GOOSENECK MICROPHONE BASE TX		\$650.00	7	\$4,550.00
SHURE 15" GOOSENECK CARDIOID MIC FOR MX890 BASE		\$255.00	7	\$1,785.00
SHURE AUDIO NETWORK INTERFACE, 4-OUTPUT, BLOCK CONNECTORS		\$625.00	2	\$1,250.00
SHURE MICROFLEX WIRELESS 8P NETWORK CHARGING STATION		\$1,986.00	2	\$3,972.00
PTZ OPTICS 30X SDI/NDI HX3 GEN3 LIVE 4K BROADCAST CAMERA WHT		\$2,420.00	1	\$2,420.00
CISCO CATALYST 8P GE POE+ LAYER 3 SWITCH + 2 SFP/RJ-45		\$546.00	1	\$546.00
MACKIE RACK MOUNTED LIVE SOUND MIXER W/IPAD CTRL		\$1,620.00	1	\$1,620.00
4K HDMI EXTENDER WITH DIGITAL AUDIO BREAKOUT, HDMI LOOP-OUT		\$389.00	2	\$778.00
STRUCTURED CABLE				
PLENUM RATED 23AWG 4PR SH CATEGORY 6 CABLE BLACK (1000')		\$1.05	300	\$315.00
CAT6 CABLE NON PLENUM (BLUE)(DATA/PHONE)		\$0.22	750	\$165.00
LABOR				
LABOR		\$3,000.00	1	\$3,000.00
Subtotal:				\$24,211.00

Speaker Upgrade - Council Chambers

Description	Price	Qty	Ext. Price
COUNCIL CHAMBERS			

Speaker Upgrade - Council Chambers

Description		Price	Qty	Ext. Price
JBL 2WAY LINE ARRAY COLUMN SPEAKER WHITE		\$1,360.00	2	\$2,720.00
CROWN 2 CHANNEL 1200W/4OHMS POER AMPLIFIER		\$1,472.00	1	\$1,472.00
STRUCTURED CABLE				
PLENUM RATED 16AWG 2C SPEAKER CABLE BLACK (1000')		\$0.26	350	\$91.00
LABOR				
LABOR		\$2,000.00	1	\$2,000.00
Subtotal:				\$6,283.00

Speech Timer with Signal Light

Description		Price	Qty	Ext. Price
SPEECH TIMER / SIGNAL LIGHT				
DSAN SPEECH TIMER LIMITER WITH SIGNAL LIGHTS, BLUETOOTH KIT		\$2,800.00	1	\$2,800.00
DSAN AUDIENCE SIGNAL LIGHT WITH 4IN TRI COLOR		\$581.00	1	\$581.00
DSAN LIMITIMER PRO SERIES PODIUM STYLE SIGNAL LIGHT/TIMER		\$262.00	1	\$262.00
DSAN LIMITIMER PRO SIGNAL LIGHT POWER DISTRIBUTOR - 6 PORT		\$357.00	1	\$357.00
LABOR				
LABOR	LABOR	\$2,000.00	1	\$2,000.00
Subtotal:				\$6,000.00

Surveillance

Description	Price	Qty	Ext. Price
IP CAMERAS			

Surveillance

Description		Price	Qty	Ext. Price
UNV 5MP IP VARI-FOCAL WEATHERIZED IP BULLET CAMERA (FIRST FLOOR OUTDOOR)		\$207.00	3	\$621.00
UNV BACK BOX FOR VARIOUS FIXED BULLET CAMERAS (FIRST FLOOR OUTDOOR)		\$32.00	3	\$96.00
UNV 5MP WIDE ANGLE IR FIXED TURRET NETWORK CAMERA (ELEVATOR LOBBY 2ND FLOOR)		\$270.00	2	\$540.00
UNV BACK BOX FOR VARIOUS FIXED DOME CAMERAS (ELEVATOR LOBBY 2ND FLOOR)		\$19.00	2	\$38.00
UNV 4MP MOTORIZED WATER RESISTANT IR DOME CAMERA (STAIR B CORRIDOR - STAIRS B)		\$242.00	2	\$484.00
UNV BACK BOX FOR VARIOUS FIXED DOME AND 4MP FISHEYE CAMERAS (STAIR B CORRIDOR - STAIRS B)		\$19.00	2	\$38.00
STRUCTURED CABLE				
CAT6 CABLE NON PLENUM (BLUE)(DATA/PHONE)		\$0.22	896	\$197.12
CAT6 JACK WHITE (SURVEILLANCE)		\$11.75	7	\$82.25
CAT6 RJ45 MOD CLIP (EACH)		\$0.85	7	\$5.95
CAT6 PATCH CABLE 5FT (WHITE)(SURVEILLANCE)		\$2.82	7	\$19.74
LABOR				
LABOR	LABOR	\$2,695.00	1	\$2,695.00

Subtotal: **\$4,817.06**



Disclaimers

Description		Price	Qty	Ext. Price
DISCLAIMER	DISCLAIMER	\$0.00	1	\$0.00
"In the event that the government imposes any tariffs, duties, or taxes on goods subject to these Terms, the quoted price may be subject to adjustment. Softrim shall provide reasonable written notice to the Customer of any such tariffs that impact the costs of goods. Any price adjustment shall reflect the actual increase in costs attributable to the tariffs and Customer agrees that the quoted price shall be adjusted accordingly."				
DEPOSIT	DISCLAIMER	\$0.00	1	\$0.00
Please Note: Upon approval, a deposit invoice will be provided for a 50% deposit of the quote total, this is required prior to the procurement of the requested hardware on this quote.				
Subtotal:				\$0.00

Shipping and Handling

Description		Price	Qty	Ext. Price
SHIPPING & HANDLING	SHIPPING & HANDLING	\$500.00	1	\$500.00
Subtotal:				\$500.00

Construction Services

Description		Price	Qty	Ext. Price
CONSTRUCTION SERVICES (Pricing is based on all quotes combined)				
PROJECT MANAGEMENT	PROJECT SERVICES	\$220.00	1	\$220.00
INSURANCES	PROJECT SERVICES	\$1,359.00	1	\$1,359.00
ASSUMPTIONS	CONSTRUCTION SERVICES	\$0.00	1	\$0.00
PERMIT AND INSPECTIONS TO BE PROVIDED BY THE OWNER				
Subtotal:				\$1,579.00

9210 Estero Park Commons Blvd
Estero, FL 33928
www.softrim.com
2394494444



Town of Fort Myers Beach - AV Quote CO



Prepared by:

HQ - Estero, FL
Frank Parsons
(239) 449-2902
fparsons@softrim.com

Prepared for:

Town of Fort Myers Beach
2731 Oak St
Fort Myers Beach, FL 33931
Nicole Berzin
(239) 313-1542
nicole.berzin@fmbgov.com

Quote Information:

Quote #: 024126
Version: 1
Delivery Date: 02/11/2025
Expiration Date: 02/28/2025

Quote Summary

Description	Amount
Broadcast Equipment	\$24,211.00
Speaker Upgrade - Council Chambers	\$6,283.00
Speech Timer with Signal Light	\$6,000.00
Surveillance	\$4,817.06
Disclaimers	\$0.00
Shipping and Handling	\$500.00
Construction Services	\$1,579.00
Total: \$43,390.06	

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Sales Tax listed is an estimate and the final amount will be calculated at time of invoice.

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9210 Estero Park Commons Blvd
Estero, FL 33928
www.softrim.com
2394494444



HQ - Estero, FL

Town of Fort Myers Beach

Signature: _____

Name: Frank Parsons

Title: Executive Vice President

Date: 02/11/2025

Signature: _____

Name: _____

Date: _____

Andrew Hyatt
~~Nicole Berzin~~ Andrew Hyatt
2/12/25



We have prepared a quote for you

Town of Fort Myers Beach - AV CO Captioning System

Quote # 024135
Version 1

Prepared for:

Town of Fort Myers Beach

Nicole Berzin
nicole.berzin@fmbgov.com



Broadcast Equipment

Description	Price	Qty	Ext. Price
BROADCAST EQUIPMENT - CAFETERIA			
AUTOMATED CAPTIONING ENGINE-1 CHANNEL - REAL TIME CAPTIONING 	\$52,788.00	1	\$52,788.00
STRUCTURED CABLE			
PLENUM RATED 23AWG 4PR SH CATEGORY 6 CABLE BLACK (1000') 	\$1.05	300	\$315.00
CAT6 CABLE NON PLENUM (BLUE)(DATA/PHONE) 	\$0.22	750	\$165.00
LABOR			
LABOR	\$3,000.00	1	\$3,000.00
Subtotal:			\$56,268.00

Disclaimers

Description	Price	Qty	Ext. Price
DISCLAIMER DISCLAIMER	\$0.00	1	\$0.00
"In the event that the government imposes any tariffs, duties, or taxes on goods subject to these Terms, the quoted price may be subject to adjustment. Softrim shall provide reasonable written notice to the Customer of any such tariffs that impact the costs of goods. Any price adjustment shall reflect the actual increase in costs attributable to the tariffs and Customer agrees that the quoted price shall be adjusted accordingly."			
Subtotal:			\$0.00

Shipping and Handling

Description	Price	Qty	Ext. Price
SHIPPING & HANDLING SHIPPING & HANDLING	\$500.00	1	\$500.00
Subtotal:			\$500.00

9210 Estero Park Commons Blvd
Estero, FL 33928
www.softrim.com
2394494444



Town of Fort Myers Beach - AV CO Captioning System



Prepared by:
HQ - Estero, FL
Frank Parsons
(239) 449-2902
fparsons@softrim.com

Prepared for:
Town of Fort Myers Beach
2731 Oak St
Fort Myers Beach, FL 33931
Nicole Berzin
(239) 313-1542
nicole.berzin@fmbgov.com

Quote Information:
Quote #: 024135
Version: 1
Delivery Date: 02/11/2025
Expiration Date: 03/03/2025

Quote Summary

Description	Amount
Broadcast Equipment	\$56,268.00
Disclaimers	\$0.00
Shipping and Handling	\$500.00
Total: \$56,768.00	

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Due to availability and other market conditions at the time of procurement, Softrim may replace the equipment/materials listed above with functionally comparable equivalents.

HQ - Estero, FL

Signature: _____
Name: Frank Parsons
Title: Executive Vice President
Date: 02/11/2025

Town of Fort Myers Beach

Signature: 
Name: Nicole Berzin Andrew Hyatt
Date: 2/12/25



Town of Fort Myers Beach **Purchase Requisition**

Requested By:	Nicole Berzin
Department:	Town Manager

PO No:	PO-FY25-1094
Request Date:	2/21/2025

Vendor Name:	Softrim
Vendor Address:	
Vendor Phone:	
Vendor ID (if known):	

Include as much detail as possible to explain why this purchase is needed.

Item Number	Description	Qty	Price	Extended Price
	Cabling in council chambers	1	1,117.50	1,117.50
				-
				-
				-
				-
Total:				1,117.50
Detailed Description:	urgent cabling work in our current council chambers			

Account Coding: 40.29.519.64700.232

Payment Type: Invoice Store Account Pcard Suntrust
(circle one)



Director's Signature: _____

Date: 2/21/2025

Required Documents:	\$5000-\$10,000 - 3 verbal quotes	Form Included
	\$10,000-75,0000 - 3 written quotes	
	\$75,000-over - Sealed competitive bid**	
	**\$35,000-over for FEMA Reimbursable Purchases	
	If contract has been awarded, attach contract	
	If STA has been approved, attach STA	
	Sole source	

Invoices and packing slips must be provided to Finance upon receipt of goods/services.

Please send invoices to Invoices@fmbgov.com

Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL 33931

1. **Request:**

Meeting Date: March 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA RATIFYING THE AUTHORIZATION OF STA #7 IN THE AMOUNT OF \$24,000.00 WITH DRMP, INC. FOR VALUE ENGINEERING UNDER RFQ-22-25-AD FOR BAY OAKS RECREATIONAL CAMPUS REDEVELOPMENT PROJECT, WHICH WHEN COMBINED WITH PREVIOUS STA #5 FOR \$55,650.00 AND STA #6 FOR \$6,650.00 FOR THE SAME PROJECT TOTAL \$86,300.00; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The Purchasing Ordinance requires the Town Council to ratify emergency purchases that exceed \$75,000.00,

What the action accomplishes:

The action enables the Town to comply with its Purchasing Ordinance which requires the Town Council to ratify an emergency purchase that exceeds \$75,000.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Joe Onzick, Finance Director

5. **Background:**

The Town currently has a consulting agreement with DRMP, Inc. as a result of solicitation RFQ-22-25-AD, and has utilized DRMP, Inc for the initial design of the Bay Oaks Recreational Campus Redevelopment Project.

Funding for the project is limited to a \$1 million grant from FDEP (Florida Department of Environmental Protection) which has a deliverable deadline of August 31, 2025, with a required match of \$1 million that will be matched with insurance proceeds.

The project was initially put out to bid in December 2024 (ITB-25-01-PR). The bids that were received came in between \$4 and \$6 million dollars, which exceeded the available funding, and therefore resulted in the cancelation of the ITB. Since it is in the best interest of the Town if at all possible to find a way to utilize the \$1 million grant for the Bay Oaks Recreational Campus Redevelopment project, it was deemed necessary to scale back the project design and specifications through value engineering to fit the project cost within the available funding. In order to have the design and specifications for the project revised as quickly as possible so as not to risk the deliverable deadline of August 31, 2025, the Town Manager executed his emergency powers to authorize STA #7 with DRMP, Inc. for \$24,000.00. However, since the Town has executed previous Supplemental Task Authorizations with DRMP, Inc. under RFQ-22-25-AD for the design of the Bay Oaks Recreational Campus Redevelopment Project, the combined cost of all three STA's needs to be compared to the \$75,000.00 threshold in order to determine if it requires Town Council approval. The total cost of STA #5 for \$55,650.00, and STA #6 for \$6,650.00, and STA #7 for \$24,000.00 is \$86,300.00, which exceeds the \$75,000.00 threshold. Therefore, this emergency purchase of STA #7 for \$24,000.00 requires approval by the Town Council.

Attachments:

1. 25-82, Ratify STA #7 for DRMP RFQ-22-25-AD BORC Value Engineering
2. 25-82, STA 7-BORC Value Engineering

3. 25-82, STA 7-BORC Value Engineering - Emerg Purch
4. 25-82, STA 5-BORC Bid
5. 25-82, STA 6-BORC Modifications Landscape Architecture
6. 25-82, DRMP Professional Services Contract

Financial Impact:

The Town was awarded a \$1 million grant from the Florida Department of Environmental Protection to redevelop the Bay Oaks Recreational Campus. The deadline for project completion is August 31, 2025. If the project is not completed by August 31, 2025, the town will lose the entire grant. Therefore, it is in the best interest of the Town to do what is reasonably possible to utilize the grant. The design cost of \$55,650 for STA #5 was funded by ARPA, the design modification of \$6,650 for STA #6 was funded by the Capital Reserve, and the value engineering of \$24,000 for STA #7 will also be funded by the Capital Fund reserve.

6. Alternative Action

The Town Council may choose not to ratify the authorization of STA #7 with DRMP, Inc.

7. Management Recommendations:

8. Recommended Approval:

Joe Onzick, Finance Director
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 2/24/2025
Approved - 2/24/2025
Approved - 3/9/2025
Approved - 3/10/2025
Final Approval - 3/10/2025

RESOLUTION NUMBER 25-82

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA RATIFYING THE AUTHORIZATION OF STA #7 IN THE AMOUNT OF \$24,000.00 WITH DRMP, INC. FOR VALUE ENGINEERING UNDER RFQ-22-25-AD FOR BAY OAKS RECREATIONAL CAMPUS REDEVELOPMENT PROJECT, WHICH WHEN COMBINED WITH PREVIOUS STA #5 FOR \$55,650.00 AND STA #6 FOR \$6,650.00 FOR THE SAME PROJECT TOTAL \$86,300.00; 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 currently has a consulting agreement with DRMP, Inc. through Town solicitation RFQ-22-25-AD; and

WHEREAS, the Town has utilized DRMP, Inc for the initial design of the Bay Oaks Recreational Campus Redevelopment Project; and

WHEREAS, project funding is limited to a \$1 million grant from FDEP having a deliverable deadline of August 31, 2025, with a required match of \$1 million that will be matched with insurance proceeds; and

WHEREAS, the bids that were received in response to the initial solicitation (ITB-25-01-PR) came in between \$4 and \$6 million dollars, resulting in the cancelation of ITB-25-01-PR; and

WHEREAS, it is in the best interest of the Town to utilize the \$1 million grant for the Bay Oaks Recreational Campus Redevelopment project, which therefore will require a licensed engineer to revise the plans and specifications through value engineering to enable the cost of project to fit within the available funding; and

WHEREAS, the cost for DRMP, Inc. to revise the plans through value engineering is \$24,000.00 (STA #7); and

WHEREAS, the Town has executed previous Supplemental Task Authorizations with DRMP, Inc. under RFQ-22-25-AD for the design of the Bay Oaks Recreational Campus Redevelopment Project for \$55,650.00 (STA #5) and \$6,650.00 (STA #6), which when combined with this third STA request for \$24,000.00 (STA #7) totals \$86,300.00, thereby exceeding the \$75,000.00 threshold that requires approval by the Town Council; and

WHEREAS, the Town of Fort Myers Beach Code Sec. 2-480 (d) provides the basis for

emergency purchase, which allows the Town Manager or designee to make, or authorize others to make, emergency purchases of supplies, services or construction items when there exists a threat to public health, welfare or safety; provided that such emergency purchases are made with such competition as is practicable under the circumstances and is brought to Town Council for approval as soon as practicable.

WHEREAS, on February 20, 2025 the Town Manager exercised his emergency powers to authorize STA #7 with DRMP, Inc. under RFQ-22-25-AD for #24,000.00 to avoid any further delays in issuing the invitation to bid for the Bay Oaks Recreational Campus Redevelopment project, which would risk losing the \$1 million grant; and

WHEREAS, the ratification of this emergency purchase by the Town Council is necessary and is in the best interest of the Town and its residents.

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

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

Section 2. This Resolution ratifies the Town Manager's authorization of STA #7 with DRMP, Inc. under RFQ-22-25-AD for \$24,000 to value engineer the plans and specifications of the Bay Oaks Recreational Campus Redevelopment project so as to fit within the \$2 million funding source, which when combined with STA #5 (\$55,650.00) and STA #6 (\$6,650.00) also under RFQ-22-25-AD totals \$86,300.00, which exceeds the \$75,000.00 threshold requiring Town Council approval.

Section 3. This resolution will take effect immediately.

The foregoing Resolution was adopted by the Town Council upon a motion by _____ 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	_____
Scott Safford, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this 17th day of March, 2025 the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

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:**

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of March 2025.

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: 07

CONTRACT/PROJECT NAME: BAY OAKS PLANS VALUE ENGINEERING AND BIDDING
SUPPORT SERVICES

CONSULTANT: DRMP, Inc.

PROJECT NO.: _____

SOLICIT NO.: RFQ-22-25-AD

CONTRACT NO.: RFQ-22-25-AD

REQUESTED BY: Jeff Hauge

DATE OF REQUEST: February 18, 2025

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:
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED:
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED:
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED:

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By:  2/20/25
Department Director Date

By:  2/20/25
Contracts Manager Date

ACCEPTED: DRMP, Inc.

By: _____
Consultant/Provider Date

Joe Orsini
2-20-2025

TOWN APPROVAL:

By:  2/20/25
Town Manager Date

Cost of STA: \$24,000.00

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

BAY OAKS PLANS VALUE ENGINEERING AND BIDDING SUPPORT SERVICES

Project Understanding

As an amendment to our existing engineering services agreement, the Town of Fort Myers Beach (the "Town") has requested DRMP (the "Consultant") to provide consulting services for the modification of plans for the Bay Oaks Recreational Campus.

DRMP had previously designed and permitted a multi-phase master plan of the park facilities. The Town's needs have changed and has requested the Consultant to value engineer the plans, revise the existing construction plans, and provide bidding support services.

The proposed modifications include:

1. Remove proposed parking and show existing parking as "to remain".
2. Remove proposed chickee hut stage
3. Relocate pickleball courts
4. Modify loop trail
5. Remove proposed picnic pavilions. Specify picnic tables and picnic area
6. Remove proposed second batting cage

The Consultant does not anticipate the changes will generate the need for ERP permit modification, but may require a modification to the existing Town Development Order. The Town will secure the permit modification without the Consultant. Should Permitting be required, the Town will execute a separate Supplemental Task Authorization to perform those services.

The services described in this scope of work are supplemental to previous scopes of work.

Project Assumptions

This phase includes repair/replacement consulting and project management services for the park and ball field design. The scope required to deliver these services is outlined in detail below. The following are the project assumptions:

- It is assumed that the existing survey (prepared by Haley Ward, procured directly by the Town, and delivered to the Consultant) is accurate and previously developed plans that rely on the survey are still valid.
- It is assumed existing permits will not be required to be modified to accommodate the requested changes.
- The schedule depends upon availability of Town Staff, other consultants, and authorities having jurisdiction (AHJ's);
- Services will be billed on an hourly time and materials basis, based upon current rates;
- Town's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant services. Comments, if from a committee, multiple interested entities, or other groups shall be consolidated by the Town with clear and concise direction to the Consultant to avoid delays. Delays outside of Consultant's control shall be added to the agreed upon schedule.
- This Agreement includes performing all services described herein on a one-time basis, unless otherwise noted. Rework due to Town directed changes is considered supplemental services and is not included within this scope of services;

EXHIBIT BDate: February 18, 2025

COMPENSATION AND METHOD OF PAYMENT FOR
BAY OAKS PLANS VALUE ENGINEERING AND BIDDING SUPPORT SERVICES

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	Value Engineering	\$7,500.00	LS	WIPP
2	Construction Documents	\$14,000.00	LS	WIPP
3	Bidding Support Services	\$2,500.00	NTE	WIPP
TOTAL		\$24,000.00		

(Unless list is continued on next page)

- Supplemental services outside of this scope, and when requested by the Town, may require additional compensation.
- Fees for individual tasks may be moved from tasks with surplus budget to those with a deficit.
- **EXCLUSIONS:**
 - Permitting services, (SFWMD ERP, TFMB DO, etc)
 - Permitting fees
 - Surveying and Sub-Surface Utility Engineering (SUE)
 - Landscape Architecture Services
 - Construction Phase Services, including:
 - Shop Drawing Review Services
 - Construction site visits and meetings (Pre-construction meeting, Interim Site Visits, Substantial Completion, and Final Completion)
 - Record Drawings, additional on-site meetings, reviews, and punch list status memos are excluded from this task.

Scope of Work

Specific services to be provided by the consultant include the following Tasks:

Task 1: Value Engineering

- Review bids from previous ITB. Determine line items that can be modified/removed to fit the Town's budget.
- Meeting with Town Staff to discuss findings and recommendations. Town Staff to determine programming to be removed from final design and construction documents

Task 2: Construction Documents

- Final Design: Consultant shall prepare one Final Design Plan for review by the Town of Fort Myers Beach, prior to submitting permitting applications. Comments will be addressed and included in the permit application packages to the appropriate agencies.
- Construction Documents: Consultant shall prepare Final Plans, Specifications, and Estimate of Probable Cost, as well as a blank Bid Tab for the Town to incorporate into its advertisement for Invitation to Bid.

Task 3: Bidding Support Services

- Consultant shall Support Town Staff in the preparation of the bid documents,
- Consultant shall answer prospective bidder requests for information (RFI) and issue responses and addenda as needed. The Consultant or respective Subconsultants shall not answer any bid questions directly from Contractors, subcontractors or vendors and will direct all questions to the Purchasing Agent at the Town.
- Consultant shall attend one on-site pre-bid meeting. Meeting will be run by the Town.
- Town shall review received bids are responsive and submitted by responsible bidders. Town shall deliver confirmed responsive/responsible bids to Consultant for review and recommendation of award.

NOTE: Should work effort vary from proposed professional services / anticipated agency requirements, the Consultant shall submit an additional services proposal to the Town to modify the agreed upon task assignment (scope of services, schedule, and fees) accordingly.

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 March 30, 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 March 30, 2023 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: February 18, 2025

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
BAY OAKS PLANS VALUE ENGINEERING AND BIDDING SUPPORT SERVICES

Consultant or Sub-consultant Name: DRMP, 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: February 18, 2025

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
BAY OAKS PLANS VALUE ENGINEERING AND BIDDING SUPPORT SERVICES

CONSULTANT OR SUB-CONSULTANT NAME: DRMP, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed

REQUEST/JUSTIFICATION FOR EMERGENCY PURCHASE
(ATTACH ADDITIONAL PAGES IF NECESSARY)

REQUESTER NAME: Jeff Hauge DATE: February 20, 2025
DEPT/INSTITUTION: Community Service PHONE: _____
AGENCY/OFFICE: _____ REQUISITION #: _____

NATURE, CAUSE OF THE EMERGENCY. Explain what the emergency is and/or what caused the emergency situation to exist.

The scope for the Bay Oaks Recreational Campus Redevelopment Project original design by DRMP needs to be modified to fit within the \$2 Million allotted for the project. The original design when bid, the bids were for about \$4M. The original bid was cancelled.

DRMP quoted \$24,000 for a redesign, STA #7

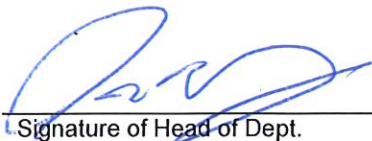
Total cost \$24,000.00

FINANCIAL/OPERATIONAL DAMAGE TO THE TOWN. Explain the financial or operational damage that will occur if this purchase is not made immediately.

FMB obtained a grant, and the grant expires August 31, 2025. Once the redesign is complete, the Bay Oaks Recreational Campus Redevelopment Project will be sent out for bid again. Leaving approximately 5 months to complete the project or the grant will be returned.

REASON NEED WAS NOT ANTICIPATED. State the reason(s) why the need for the purchase was not, or could not be anticipated, so the items could have been procured through normal procedures.

Original design bids were not anticipated to come in as high as they did. Time is an issue now.



Signature of Head of Dept.

2-20-2025

Date



Signature of Administrative Services/Finance Director

2-20-2025

Date



Signature of Town Manager

2/20/25

Date

Any emergency purchase in excess of \$75,000 must be approved by the Town Council as soon as practicable after the purchase.

Agenda Date _____ Attach Copy for Audit _____

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: 05

CONTRACT/PROJECT NAME: BAY OAKS PLANS MODIFICATION AND BIDDING SUPPORT SERVICES

CONSULTANT: DRMP, Inc.

PROJECT NO.: _____

SOLICIT NO.: RFQ-22-25-AD

CONTRACT NO.: RFQ-22-25-AD

REQUESTED BY: Jeff Hauge

DATE OF REQUEST: October 24, 2024

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:

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED:

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED:

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED:

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: [Signature] 10/25/24 Date By: [Signature] 10-25-24 Date
Department Director Contracts Manager

ACCEPTED: DRMP, Inc.

By: [Signature] 10/25/24 Date
Consultant/Provider

TOWN APPROVAL:

By: [Signature] 10/25/24 Date
Town Manager

Joe Onyiah
10-24-2024

Cost of STA: \$55,650.00

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

BAY OAKS PLANS MODIFICATION AND BIDDING SUPPORT SERVICES

Project Understanding

As an amendment to our existing engineering services agreement, the Town of Fort Myers Beach (the "Town") has requested DRMP (the "Consultant") to provide consulting services for the modification of plans for the Bay Oaks Recreational Campus.

DRMP had previously designed and permitted a multi-phase master plan of the park facilities. The Town's needs have changed and has requested the Consultant to revise the existing construction plans and provide bidding support services.

The proposed modifications include:

1. Remove building
2. Remove ballfield lines/bases/backstop/bleachers/lighting – shown as an unstriped field
3. Add chickee hut stage (25'x30', elevated to 48") – Shown as final location to be determined
4. Four pickleball courts
5. Loop trail
6. Four picnic areas – we need to add these to the plans (shown as final location to be determined)
7. Show playground as existing to remain
8. Add a second batting cage to match existing

The Consultant does not anticipate the changes will generate the need for ERP permit modification, but may require a modification to the existing Town Development Order. The Town will secure the permit modification without the Consultant. Should Permitting be required, the Town will execute a separate Supplemental Task Authorization to perform those services.

The services described in this scope of work are supplemental to previous scopes of work.

Project Assumptions

This phase includes repair/replacement consulting and project management services for the park and ball field design. The scope required to deliver these services is outlined in detail below. The following are the project assumptions:

- It is assumed that the existing survey (prepared by Haley Ward, procured directly by the Town, and delivered to the Consultant) is accurate and previously developed plans that rely on the survey are still valid.
- It is assumed existing permits will not be required to be modified to accommodate the requested changes.
- The schedule depends upon availability of Town Staff, other consultants, and authorities having jurisdiction (AHJ's);
- Services will be billed on an hourly time and materials basis, based upon current rates;
- Town's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant services. Comments, if from a committee, multiple interested entities, or other groups shall be consolidated by the Town with clear and concise direction to the Consultant to avoid delays. Delays outside of Consultant's control shall be added to the agreed upon schedule.

- This Agreement includes performing all services described herein on a one-time basis, unless otherwise noted. Rework due to Town directed changes is considered supplemental services and is not included within this scope of services;
- Supplemental services outside of this scope, and when requested by the Town, may require additional compensation.
- Fees for individual tasks may be moved from tasks with surplus budget to those with a deficit.
- **EXCLUSIONS:**
 - Permitting services, (SFWMMD ERP, TFMB DO, etc)
 - Permitting fees
 - Surveying and Sub-Surface Utility Engineering (SUE)
 - Landscape Architecture Services
 - Construction Phase Services, including:
 - Shop Drawing Review Services
 - Construction site visits and meetings (Pre-construction meeting, Interim Site Visits, Substantial Completion, and Final Completion)
 - Record Drawings, additional on-site meetings, reviews, and punch list status memos are excluded from this task.

Scope of Work

Specific services to be provided by the consultant include the following Tasks:

Task 1: Construction Documents

- Final Design: Consultant shall prepare one Final Design Plan for review by the Town of Fort Myers Beach, prior to submitting permitting applications. Comments will be addressed and included in the permit application packages to the appropriate agencies.
- Construction Documents: Consultant shall prepare Final Plans, Specifications, and Estimate of Probable Cost, as well as a blank Bid Tab for the Town to incorporate into its advertisement for Invitation to Bid.

Task 2: Bidding Support Services

- Consultant shall Support Town Staff in the preparation of the bid documents,
- Consultant shall answer prospective bidder requests for information (RFI) and issue responses and addenda as needed. The Consultant or respective Subconsultants shall not answer any bid questions directly from Contractors, subcontractors or vendors and will direct all questions to the Purchasing Agent at the Town.
- Consultant shall attend one on-site pre-bid meeting. Meeting will be run by the Town.
- Town shall review received bids are responsive and submitted by responsible bidders. Town shall deliver confirmed responsive/responsible bids to Consultant for review and recommendation of award.

NOTE: Should work effort vary from proposed professional services / anticipated agency requirements, the Consultant shall submit an additional services proposal to the Town to modify the agreed upon task assignment (scope of services, schedule, and fees) accordingly.

EXHIBIT BDate: October 24, 2024**COMPENSATION AND METHOD OF PAYMENT FOR**
BAY OAKS PLANS MODIFICATION AND BIDDING SUPPORT SERVICES**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	Construction Documents	\$21,500.00	LS	WIPP
2	Bidding Support Services	\$2,500.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$24,000.00		

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 March 30, 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 March 30, 2023 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 24, 2024

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
BAY OAKS PLANS MODIFICATION AND BIDDING SUPPORT SERVICES

Consultant or Sub-consultant Name: DRMP, 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: October 24, 2024

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
BAY OAKS PLANS MODIFICATION AND BIDDING SUPPORT SERVICES**

CONSULTANT OR SUB-CONSULTANT NAME: DRMP, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).

Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: October 24, 2024

TIME AND SCHEDULE OF PERFORMANCE FOR
BAY OAKS PLANS MODIFICATION AND BIDDING SUPPORT SERVICES

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	Construction Documents	14 days	14 days
2	Bidding Support Services	54 days	68 days

* Note: dependent upon the performance of others, including the Town, its agents, and the Contractor.

EXHIBIT D

Date: October 24, 2024

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
BORC POOL REPAIR/REPLACEMENT CONSULTING

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

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: 06

CONTRACT/PROJECT NAME: BAY OAKS PLANS MODIFICATION LANDSCAPE
ARCHITECTURE SERVICES

CONSULTANT: DRMP, Inc.

PROJECT NO.: _____

SOLICIT NO.: RFQ-22-25-AD

CONTRACT NO.: RFQ-22-25-AD

REQUESTED BY: Jeff Hauge

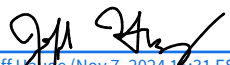
DATE OF REQUEST: November 7, 2024

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:
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED:
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED:
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED:

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: 
Jeff Hauge (Nov 7, 2024 15:31 EST)
Department Director

Date

By: 
Frank Kropacek
Contracts Manager

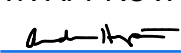
Date

ACCEPTED: DRMP, Inc.

By: 
Paul Bruner
Consultant/Provider

11/7/2024
Date

TOWN APPROVAL:

By: 
Andrew Hyatt (Nov 7, 2024 15:35 EST)
Town Manager

Date

Cost of STA: \$6,650.00

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

BAY OAKS PLANS MODIFICATION LANDSCAPE ARCHITECTURE SERVICES

Project Understanding

As an amendment to our existing engineering services agreement, the Town of Fort Myers Beach (the "Town") has requested DRMP (the "Consultant") to provide consulting services for the modification of plans for the Bay Oaks Recreational Campus.

DRMP had previously designed and permitted a multi-phase master plan of the park facilities. The Town's needs have changed and has requested the Consultant to revise the existing construction plans and provide bidding support services.

The proposed modifications include:

1. Remove building
2. Remove ballfield lines/bases/backstop/bleachers/lighting – shown as an unstriped field
3. Add chickee hut stage (25'x30', elevated to 48") – Shown as final location to be determined
4. Four pickleball courts
5. Loop trail
6. Four picnic areas – we need to add these to the plans (shown as final location to be determined)
7. Show playground as existing to remain
8. Add a second batting cage to match existing

The Consultant does not anticipate the changes will generate the need for ERP permit modification, but may require a modification to the existing Town Development Order. The Town will secure the permit modification without the Consultant. Should Permitting be required, the Town will execute a separate Supplemental Task Authorization to perform those services.

The services described in this scope of work are supplemental to previous scopes of work.

Project Assumptions

This phase includes repair/replacement consulting and project management services for the park and ball field design. The scope required to deliver these services is outlined in detail below. The following are the project assumptions:

- It is assumed that the existing survey (prepared by Haley Ward, procured directly by the Town, and delivered to the Consultant) is accurate and previously developed plans that rely on the survey are still valid.
- It is assumed existing permits will not be required to be modified to accommodate the requested changes.
- The schedule depends upon availability of Town Staff, other consultants, and authorities having jurisdiction (AHJ's);
- Services will be billed on an hourly time and materials basis, based upon current rates;
- Town's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant services. Comments, if from a committee, multiple interested entities, or other groups shall be consolidated by the Town with clear and concise direction to the Consultant to avoid delays. Delays outside of Consultant's control shall be added to the agreed upon schedule.

- This Agreement includes performing all services described herein on a one-time basis, unless otherwise noted. Rework due to Town directed changes is considered supplemental services and is not included within this scope of services;
- Supplemental services outside of this scope, and when requested by the Town, may require additional compensation.
- Fees for individual tasks may be moved from tasks with surplus budget to those with a deficit.
- EXCLUSIONS:
 - Permitting services, (SFWMD ERP, TFMB DO, etc)
 - Permitting fees
 - Surveying and Sub-Surface Utility Engineering (SUE)
 - Construction Phase Services, including:
 - Shop Drawing Review Services
 - Construction site visits and meetings (Pre-construction meeting, Interim Site Visits, Substantial Completion, and Final Completion)
 - Record Drawings, additional on-site meetings, reviews, and punch list status memos are excluded from this task.

Scope of Work

Specific services to be provided by the consultant include the following Tasks:

Task 1: Landscape Architecture Services

- A) Site Visit and Project Meetings:
Provide on-site inspection and inventory existing trees on the subject property, within the project area. A tree survey was originally provided, however due to recent storm events, the landscape has changed and a more accurate inventory is required for code minimum landscape plan updates. This task is also reserved for requested meetings by Client. A budget has been provided. In the event additional meetings are requested that will need additional funds, an addendum will be provided and agreed upon by both parties before commencement.
- B) Code Minimum Landscape Plans:
Prepare and update the code minimum landscape plans based on revised design of the park as well as updated tree and palm inventory. This plan will depict the size, type, and quantity of landscape material proposed. The plan will also include the necessary details, notes, etc for Town approval
- C) Code Minimum Irrigation Plans
Prepare and update the code minimum irrigation plans based on revised landscape plans. The plans will include the necessary pipe and head layout and the necessary design details and notes for TFMB approval.

NOTE: Should work effort vary from proposed professional services / anticipated agency requirements, the Consultant shall submit an additional services proposal to the Town to modify the agreed upon task assignment (scope of services, schedule, and fees) accordingly.

EXHIBIT BDate: November 7, 2024

COMPENSATION AND METHOD OF PAYMENT FOR
BAY OAKS PLANS MODIFICATION LANDSCAPE ARCHITECTURE SERVICES

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	Landscape Architecture Services	\$6,650	LS	WIPP
TOTAL (Unless list is continued on next page)		\$6,650.00		

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 March 30, 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 March 30, 2023 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 7, 2024

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
BAY OAKS PLANS MODIFICATION LANDSCAPE ARCHITECTURE SERVICES

Consultant or Sub-consultant Name: DRMP, 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: November 7, 2024

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
BAY OAKS PLANS MODIFICATION LANDSCAPE ARCHITECTURE SERVICES

CONSULTANT OR SUB-CONSULTANT NAME: DRMP, 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: November 7, 2024

TIME AND SCHEDULE OF PERFORMANCE FOR
BAY OAKS PLANS MODIFICATION LANDSCAPE ARCHITECTURE SERVICES

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	Construction Documents	1 day	1 day

* Note: dependent upon the performance of others, including the Town, its agents, and the Contractor.

EXHIBIT D

Date: November 7, 2024

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
BORC POOL REPAIR/REPLACEMENT CONSULTING

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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 17th day of **April 2023** by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **DRMP, Inc.** ("Consultant"), whose address is **1404 Dean Street, Suite 101, Fort Myers, FL 33901.**

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

TIME OF CONTRACT: This contract will be for a period of three (3) years with an option to renew for two (2) terms of one-year each by mutual agreement of the parties. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, and any subsequent renewal.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

- (1) **QUALIFIED PERSONNEL:** The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.

(2) **CONSULTANT'S PROJECT DIRECTOR:** The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

(3) **REMOVAL OF PERSONNEL:** Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.

(4) **SUB-CONSULTANT:** The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

(5) **SUB-CONTRACTOR:** The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) **RESPONSIBILITY TO CORRECT:** The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials

resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.

(2) **TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY:** Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

(1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.

(2) **TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL:** At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

(1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

(2) **NOT-TO-EXCEED FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:

- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

(1) **MONTHLY STATEMENTS:** The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.

(2) **PAYMENT FOR SERVICES PERFORMED:** The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

(A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) **PAYMENT SCHEDULE:** The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required by providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, AMY@FMBGOV.COM , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

E-Verify. *As a condition precedent to entering into this AGREEMENT*, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a

request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated April 17, 2023
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated April 17, 2023
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated April 17, 2023.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated April 17, 2023
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated April 17, 2023
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated April 17, 2023
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated April 17, 2023
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated April 17, 2023
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated April 17, 2023
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated April 17, 2023

ARTICLE 19 .00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

DRMP, Inc.

(Consultant's Business Name)

1404 Dean Street, Suite 101

(Street/ P.O. Box)

Fort Myers

(City)

FL

(State)

33901

(Zip Code)

Telephone Number: **239-206-5093**

Fax Number: **239-357-7194**

ATTENTION: **Scott Garth, PE, LEED AP ND**
Project Director

SGarth@drmp.com

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

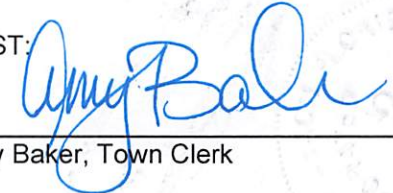
ARTICLE 21.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

By: 
Keith Wilkins, Town Manager

ATTEST:

By: 
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

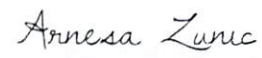
BY: 
Town Attorney

PROVIDER: DRMP, Inc.
Printed name of organization

BY: 
Signature

Scott Garth
Printed name of person signing

Vice President/Tampa Office Leader
Title (printed)


Witness Signature

Arnesa Zunic
Printed name of Witness

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services RFQ-22-25-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

101 Water Resource

Requires engineering expertise in planning, design, permitting, bidding, construction administration, long term loan and grant funding programs in connection with Water Resources as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Water Resources.

103 Stormwater

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Storm Water Design, as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Storm Sewer.

105 Surveying Services

Requires surveying expertise in the preparation of Boundary, Topographic and Right of Way Surveys and Sketch and Legal Descriptions in conformance with the Florida Minimum Technical Standards. The firm must employ at least one land surveyor, registered with the Florida State Board of Land Surveyors, having at least one year of land surveying experience acting as responsible in charge. The consultant must employ and list sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work.

106 Landscape Architect

Requires expertise in planning designing, permitting, bidding and construction administration phases of service for Landscape Architecture, including design of Community Parks and Streetscape. The firm must employ at least one landscape architect, registered with the Florida State Board of Landscape Architecture. Additionally, the firm must employ sufficient personnel to provide services normally associated with this type of work.

108 Electrical Systems

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with electrical systems as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Electrical Systems.

109 Structural Systems

Requires engineering expertise in planning, designing with an emphasis on hurricane resistant design, permitting, bidding and construction administration services in connection with structural design, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Structural Systems.

110 Geo-Technical Analysis

Requires engineering expertise in connection with Geo-Technical Analysis. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers having demonstrated experience in the activities normally associated with this work. The consultant must employ and list sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work.

111 Civil Engineering

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with Civil Engineering as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in this general area.

112 Development and Building Services

Requires engineering expertise with review of property development proposals and construction design plans. Must be familiar with local land development code and Florida Building Code, including plan reviews and inspection services for all professional disciplines. Development order review services, for all disciplines.

113 Transportation Planning and Traffic Engineering Services

Requires engineering expertise in planning, design and operation of traffic control devices to provide technical support and engineering recommendations on traffic engineering and related issues. Services shall include, but are not limited to; traffic data/counts, traffic models, signal operations, traffic monitoring, traffic analysis, roadway safety assessment, ITS applications, traffic operations improvements, traffic calming, roadway lighting and traffic control device assessment.

114 Planning / Zoning

The selected individual/firm will work with Town staff to provide expertise in the detailed review of development projects (including projects seeking rezoning) and their consistency with all local, state and federal requirements; preparation of Land Development Code Regulations; preparation of Comprehensive Plan Amendments; Floodplain Management review; Community Rating System review and preparation; Risk-map assessments; oversight of projects through all local, state and federal application processes and approvals to ensure adherence to all Town codes as well as public and Town Council concerns. The individual/firm will prepare staff reports and make presentations to the Local Planning Agency and Town Council. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in site development. The firm must also employ at least one member who is certified through AICP. The firm must employ at least one Certified Floodplain Manager.

115 Historical Restoration

Requires experience in historical restoration projects according to the Secretary of the Interior's Standards for Rehabilitation of Historical Structures.

116 Archaeological Services

Requires experience and registration in the State of Florida, Division of Historical Resources for archaeological services. Must comply with State Standards and Resource Protection.

117 Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use regulations and expertise in local wildlife programs, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. Expertise in document creation and progress reporting. A degree in Environmental Biology or similar field is desirable from at least one staff member (experience may be substituted for degree)

with experience reading blueprints, site plans and be able to communicate with applicants regarding requirements if so needed. Knowledge of water quality issues, including common plants and plankton and familiarity with testing procedures and laboratory analysis of water quality is required. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Environmental Assessments.*

* Contamination assessment and radiation projects are not included within this Scope of Work, and if needed, would be bid separately at a later time.

118 Marine Engineering

Requires expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. Expertise in document creation and progress reporting. Experience in reading blueprints and site plans and be able to communicate with applicants regarding requirements if so needed. Knowledge of water quality issues, including common plants and plankton and familiarity with testing procedures and laboratory analysis of water quality is required. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of marine design.

119 Geographical Information System

Requires Geographic Information System (GIS) support services and experience including familiarity with custom GIS applications for Capital Improvement Plans (CIP), As-built Document Retrieval, Map Gallery, and other business functions, Technical requirements including an understanding of relational database design, Command-line SQL capability, including the ability to construct triggers and stored procedures, demonstrated knowledge of PHP, HTML5 and CSS2, and the use of those tools to link tabular and spatial data sets. Support for geospatial data and applications that provide GIS integration with existing business applications and other enterprise databases e.g. the Lee County Tax Parcel data, for use within existing GIS applications. This would include OSSI, CIP, Asset Management, addressing, etc. with technical experience with GIS data structures and links to external data sets, thorough understanding of current addressing practice, especially the Federal Geographic Data Committee (FGDC) data content standard, the United States Thoroughfare, Landmark and Postal Address Data Standard.

QUALIFICATION FOR TYPE OF WORK

Name of Firm: DRMP, Inc.

Date: April 17, 2023

Code: _____ Type of Work: _____

List the personnel permanently employed by your firm and indicate the groups of work that you feel they are qualified to do.

Attach supplemental sheets if necessary and attach a resume for each person which supports their ability

[illegible]

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: April 17, 2023

**Ongoing Miscellaneous Professional Services
RFQ-22-25-AD**

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated April 17, 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 dated April 17, 2023, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Date: April 17, 2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: DRMP, Inc.

⁽¹⁾ Project Position or Classification (Function to be Performed)	⁽²⁾ Current Direct* Payroll Average Hourly Rate	⁽³⁾ Multiplier**	⁽⁴⁾ Hourly Rate To Be Charged (Column 2x3)

***NOTE:** Direct Payroll hourly rate means the actual gross hourly wage paid.

****NOTE:** Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

CONSULTANT NAME: DRMP, Inc.

NOTE: N.T.E. indicates Not-To-Exceed

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Date: April 17, 2023

This EXHIBIT "C" establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

**EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD**

Date: April 17, 2023

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Date: April 17, 2023

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements. The Consultant shall have the right to retain copies of all such materials.

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

DRMP, Inc.

941 Lake Baldwin Lane, Orlando, FL 32814

BY:

Scott Gurth

TITLE:

Vice President/Tampa Office Leader

The foregoing instrument was signed and acknowledged before me this 1st day of May, ~~2020~~ 2023
by Scott Gurth who has produced personally known as identification
(Print or Type Name) (Type of Identification)

Arnesa Zunic

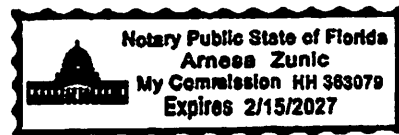
Notary Public Signature

ARNESA ZUNIC

Printed Name of Notary Public

HH 363079 | 2/15/2027

Notary Commission Number/Expiration



ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS:
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Ongoing Miscellaneous Professional Services	DRMP, Inc.
Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm

(If none, enter the word "none" in the space above.)

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

such indemnification agreement.

- (C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

- (C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

- (A) A minimum aggregate limit of \$1,000,000.00.

- (B) Such additional requirements as are set forth in the Agreement above.

- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD**

Date: April 17, 2023

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.____ is hereby amended as follows:

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to DRMP, Inc.
(print name of public entity)

by Scott Garth, Vice President/Tampa Office Leader
(print individual's name and title)

for DRMP, Inc.
(print name of entity submitting sworn statement)

whose business address is 941 Lake Baldwin Lane
Orlando, FL 32814

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1791174
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Scott Marth

(Signature)

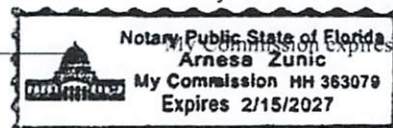
Sworn to and subscribed before me this 1st day of May, 2023.

Personally known

OR Produced Identification _____

(Type of Identification)

Notary Public – State of Florida



2/15/2027

(Printed typed or stamped commissioned name of notary public)

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: DRMP, Inc.

<u>Scott Gurth</u>	Vice President/Tampa Office Leader	5/1/2023
(Signature)	(Title)	(Date)

STATE OF Florida
COUNTY OF Hillsborough

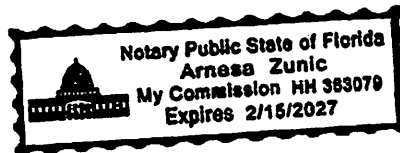
The foregoing instrument was signed and acknowledged before me this 1st day of May, 2023, by Scott Gurth who has produced
(Print or Type Name)

Personally Known as identification.
(Type of Identification and Number)

Arnesa Zunic
Notary Public Signature

ARNESA ZUNIC
Printed Name of Notary Public

HH 363079 / 2/15/2027
Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ -22-25-AD**

I, the undersigned, Scott Garth, am an employee of DRMP, Inc., the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town Information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Scott Garth
Signature

5/1/2023
Date

EXHIBIT "L"

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- o 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- o 44 C.F.R. Part 206
- o The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- o FEMA Public Assistance Program and Policy Guide

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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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 DRMP, Inc.

Date 5/1/2023

Authorized Signature 

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

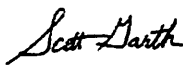
Contractor Covered Transactions

- (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

DRMP, Inc.

By:



Signature

Scott Garth, Vice President/Tampa Office Leader

Name and Title

941 Lake Baldwin Lane

Street Address

Orlando, FL 32814

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

5/1/2023

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH						
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT						
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.						
A. PRIME VENDOR/CONTRACTOR INFORMATION						
PRIME NAME		PRIME FED NUMBER		CONTRACT DOLLAR AMOUNT		
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/WMDBE) OR HAVE A SMALL DISADVANTAGED BUSINESS & CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y N DBE? Y N MBE? Y N WBE? Y N SDB &? 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	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.						
ETHNICITY		CODE				
Black American		BA				
Hispanic American		HA				
Native American		NA				
Subcontinent Asian American		CAA				
Asian-Pacific American		APA				
Non-Minority Women		NMW				
Other: not of any other group listed		O				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH						
DEPARTMENT NAME		FMB CONTRACT # (FMB/RF or PO/REQ)		GRANT PROGRAM/CONTRACT		
ACCEPTED BY:				DATE		

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

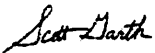
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DRMP, Inc.
Contractor (Firm Name)


Signature of Contractor's Authorized Official

Scott Garth, Vice President/Tampa Office Leader
Name and Title of Contractor's Authorized Official

5/1/2023
Date

1. **Request:**

Meeting Date: March 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN DECEMBER 19, 2024, UNDER THE EMERGENCY PROCUREMENT POLICY TO CONTRACT WITH ANDREW SITEWORK LLC TO TAKE EMERGENCY PROTECTIVE MEASURES TO MAINTAIN POTABLE WATER PRESSURE BY INSTALLING A GATE VALVE AT THE SOUTH BOOSTER STATION FOR A NOT-TO-EXCEED AMOUNT OF \$129,745.00; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The action of ratification is necessary since the amount of the contract exceeds \$75,000.00, and therefore the Town Procurement Ordinance requires approval by Town Council.

What the action accomplishes:

The action ratifies the contract with Andrew Sitework LLC for the installation of the gate valve that will help to ensure a reliable potable water supply to the island.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Joe Onzick, Finance Director

5. **Background:**

The Town became aware that the lack of a gate valve at the South Booster Station may result in the loss of water pressure during periods of higher demand. Therefore, to protect the health and welfare of the citizens and visitors of the Town of Fort Myers Beach, as well as to protect the financial well-being of the businesses in the Town that depend on a reliable source of potable water, it was decided to install a gate valve at the South Booster Station as soon as possible that will help maintain water pressure and ensure a reliable potable water supply.

The Town was already under a competitively bid contract with Andrew Sitework LLC for the Tier 1 project, which involved similar expertise as required for the installation of the gate valve, and Andrew Sitework was willing to honor the pricing of the Tier 1 project if they were to perform the installation of the gate valve.

Therefore, the Town decided to enter into an emergency contract with Andrew Sitework LLC on December 19, 2025 for a period of 120 days to install a gate valve at the South Booster Station for a not to exceed amount of \$129,745.00.

Attachments:

1. 25-85, Ratify Andrew Sitework Emergency Contract - South Booster Station 12-19-2024
2. 25-85, Andrew Sitework Emergency Contract - South Booster Station 12-19-2024 - Signed

Financial Impact:

The cost of the installation is \$129,745.00 and will be funded by the Water Fund, which will ultimately be recouped by potable water fees, and possibly by insurance proceeds received for the water distribution system.

6. **Alternative Action**

The Town may choose not to ratify this contract. However, the Town is still obligated to pay for

the services rendered to date.

7. Management Recommendations:

Management recommends approval of this necessary improvement to the water distribution system.

8. Recommended Approval:

Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager
Andy Hyatt, Town Manager

Created/Initiated - 3/6/2025
Approved - 3/9/2025
Approved - 3/10/2025
Final Approval - 3/10/2025

RESOLUTION NUMBER 25-85

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN DECEMBER 19, 2024, UNDER THE EMERGENCY PROCUREMENT POLICY TO CONTRACT WITH ANDREW SITEWORK LLC TO TAKE EMERGENCY PROTECTIVE MEASURES TO MAINTAIN POTABLE WATER PRESSURE BY INSTALLING A GATE VALVE AT THE SOUTH BOOSTER STATION FOR A NOT-TO-EXCEED AMOUNT OF \$129,745.00; 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 of Fort Myers Beach Code Sec. 2-480 (d) provides the basis for an emergency purchase for the Town Manager to make, or authorize others to make, for purchases of supplies, services or construction items when there exists a threat to public health, welfare or safety; provided that such emergency purchases are made with such competition as is practicable under the circumstances; and

WHEREAS, the Town became aware that the lack of a gate valve at the South Booster station may result in the loss of water pressure during periods of higher demand; and

WHEREAS, the Town was already under contract with Andrew Sitework that was competitively bid for the Tier 1 project; and

WHEREASE, Andrew Sitework was willing to honor the pricing of the Tier 1 contract to install a new gate valve at the South Booster station; and

WHEREAS, on December 19, 2024 the Town Manager entered into an emergency contract with Andrew Sitework LLC for a term of 120 days (from 19th Day of December to the 17th day of April 2025) to install a gate valve at the South Booster Station that will help maintain water pressure and ensure a reliable potable water supply, in order to protect the health and welfare of the citizens and visitors of the Town of Fort Myers Beach, as well as to protect the financial well-being of the businesses in the Town that depend on a reliable potable water supply; and

WHEREAS, the contract with Andrew Sitework LLC was for a not-to-exceed amount of \$129,745.00, which requires ratification by the Town Council.

NOW, THEREFORE, BE IT 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. This Resolution memorializes and ratifies the actions of the Town to contract with ANDREW SITEWORK LLC for the installation of a gate valve at the South Booster station that will help maintain water pressure and ensure a reliable potable water supply to the island in order to protect the health and welfare of the citizens and visitors of the Town of Fort Myers Beach, as well as to protect the financial well-being of the businesses in the Town that depend on a reliable potable water supply, for a period of 120 days for a not-to-exceed amount of \$129,745.00 and approves the Town Manager's emergency procurement.

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 roll call vote, the result was as follows:

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

ADOPTED this 17th day of March 2025 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:**

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day Marh 2025.

SERVICE PROVIDER AGREEMENT (No Federal or State Funding)

This SERVICE PROVIDER AGREEMENT is entered into on **December 19, 2024** by and between the **TOWN OF FORT MYERS BEACH**, 2731 Oak Street, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **Andrew Sitework, LLC**, with an address of **2511 Palm Ave, Fort Myers, FL 33916** (hereafter "Provider").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. Term. The term of this Agreement is **120 Days from December 19, 2024 to April 17, 2025**.
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 the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Provider 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, Provider shall provide Town with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract. If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town's

information technology systems. The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2731 OAK ST. ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. Public Records Compliance Indemnification. Provider agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the Provider's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Provider's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Provider authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Provider in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.
13. 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.
14. 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.
15. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the Town as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

a. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

b. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

c. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

17. Non-appropriation. Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at

the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.

18. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth in Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), Florida Statutes: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."
19. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
20. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.
21. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.
22. Data Management; Notice of Breach. Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

23. Environmental and Social Government and Corporate Activism. The Town has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.
24. Taxes. The Town shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.
25. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

26. Additional Terms. The parties further agree as follows:

- A. Federal Emergency Management Agency Supplemental Conditions. The terms and conditions contained in the Federal Emergency Management Supplemental Conditions attached as Exhibit E are incorporated by reference herein.

27. 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

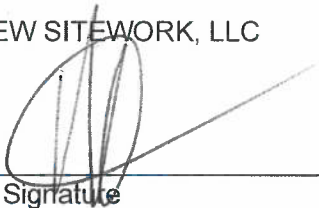
BY: _____
Andrew Hyatt, Town Manager,

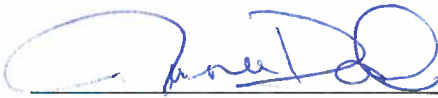
BY: _____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

ANDREW SITEWORK, LLC

BY:  _____
Signature

 _____
Witness Signature

Ralph Andrew
Printed name of person signing

Janna Dale
Printed name of witness

President
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER AGREEMENT DATED **DECEMBER 19, 2024** BETWEEN THE TOWN AND PROVIDER.

1. **SCOPE OF SERVICES:** The Provider will perform the following services under this Agreement:

South Booster Station Improvements, including installation of 130 linear feet of 16" ductile iron pipe and a gate valve.

A	B	C	D	E	F
ITEM NO.	DESCRIPTION OF WORK	ITEM QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE
	Section 1 - General Requirements				
1	Mobilization/Demobilization	1.0	LS	10,084.00	10,084.00
2	Maintenance of Traffic	1.0	LS	5,934.00	5,934.00
3	Survey & As-builts	1.0	LS	5,385.00	5,385.00
	Total Section 1				21,403.00
	Section 2 - Potable Water Main				
4	F&I 16" Ductile Iron Pipe	130.0	LF	298.20	38,766.00
5	F&I 16" Gate Valve	1.0	EA	10,582.00	10,582.00
6	F&I 16" 45° Bend	1.0	EA	3,338.00	3,338.00
7	F&I 16x16 WYE	1.0	EA	4,835.00	4,835.00
8	Connect to Existing Water Main	2.0	EA	8,208.00	16,416.00
	Total Section 2				73,937.00
	Section 3 - Restoration				
9	Mill & Overlay 1" SP.95	133.0	SY	145.00	19,285.00
10	F&I Trench Repairs (Incl. Base & Temp Asphalt)	90.0	SY	134.00	12,060.00
11	Bahia Sod	180.0	SF	17.00	3,060.00
	Total Section 3				34,405.00
	TOTAL				129,745.00

EXHIBIT "B"

TO THE SERVICE PROVIDER AGREEMENT DATED **DECEMBER 19, 2024** BETWEEN THE TOWN AND PROVIDER.

PAYMENT OBLIGATION

The Town will pay the Provider as follows for all services listed in Exhibit "A":

The Town will compensate the Provider on a time and materials basis for staff labor, equipment and vehicle equipment usage, and actual disposal costs incurred in the performance of the scope of services listed in Exhibit A.

Compensation under this Agreement shall not exceed **\$129,745.00.**

EXHIBIT "C"

TO THE EMERGENCY SERVICE PROVIDER AGREEMENT DATED **DECEMBER 19, 2024**
BETWEEN THE TOWN AND PROVIDER.

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- c) Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- d) Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

1. **Request:**

Meeting Date: March 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTIONS OF THE TOWN TAKEN JANUARY 10, 2025, AND JANUARY 27, 2025, UNDER THE EMERGENCY PROCUREMENT POLICY TO APPROVE TWO PURCHASE ORDERS WITH KIRKWOOD ELECTRIC FOR ELECTRICAL WORK RELATED TO THE RENOVATION OF THE NEW TOWN HALL, THE COMBINED TOTAL OF WHICH IS \$76,662.00; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The action is necessary since the total expenditure of \$76,662 exceeds the threshold of \$75,000 requiring Town Council approval.

What the action accomplishes:

This action enables the Town to comply with its purchasing ordinance which requires Town Council ratification of emergency expenditures that exceed \$75,000.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Joe Onzick, Finance Director

5. **Background:**

On January 10, 2025, the Town approved a purchase order for Kirkwood Electric totaling \$63,607 for necessary electrical work related to the renovation of the new town hall. On January 27, 2025, the Town Manager used his emergency authority to approve a second purchase order for Kirkwood Electric totaling \$13,055.00 in order to provide additional electrical work necessary to complete the renovation of the new town hall without delay, so as to minimize the amount of rental expense for the temporary office trailers used to house town hall, comply with FEMA directives, and return to normal operations as soon as possible.

Since the total of the two purchase orders is \$76,662, and therefore is above the threshold requiring Town Council approval, it is being brought to Town Council to ratify.

Attachments:

1. 25-89, Ratify Kirkwood Electric Expenditure for New Town Hall
2. Kirkwood Electric Emergency Purchase Authorization
3. Kirkwood Wiring - Estimate #1
4. Kirkwood Wiring - Estimate #2

Financial Impact:

The total expenditure is \$76,662, and will be funded by insurance proceeds for the Town Hall as originally budgeted.

6. **Alternative Action**

The Town Council may choose not to ratify the purchase orders. However, the Town will still be obligated to pay for the services provided.

7. **Management Recommendations:**

Management recommends ratification of these expenditures so as to comply with the Town

purchasing ordinance.

8. **Recommended Approval:**

Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/6/2025
Approved - 3/9/2025
Approved - 3/10/2025
Final Approval - 3/10/2025

RESOLUTION NUMBER 25-89

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTIONS OF THE TOWN TAKEN JANUARY 10, 2025, AND JANUARY 27, 2025, UNDER THE EMERGENCY PROCUREMENT POLICY TO APPROVE TWO PURCHASE ORDERS WITH KIRKWOOD ELECTRIC FOR ELECTRICAL WORK RELATED TO THE RENOVATION OF THE NEW TOWN HALL, THE COMBINED TOTAL OF WHICH IS \$76,662.00; 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, on January 10, 2025, the Town approved a purchase order for Kirkwood Electric totaling \$63,607.00 for necessary electrical work related to the renovation of the new town hall; and

WHEREAS, the Town of Fort Myers Beach Code Sec. 2-480 (d) provides the basis for emergency purchase for the Town Manager to make, or authorize others to make, emergency purchases of supplies, services or construction items when there exists a threat to public health, welfare or safety; provided that such emergency purchases are made with such competition as is practicable under the circumstances; and

WHEREAS, on January 27, 2025 the Town Manager used his emergency authority to approve a second purchase order for Kirkwood Electric totaling \$13,055.00 in order to provide additional electrical work necessary to complete the renovation of the new town hall without delay so as to minimize the amount of rental expense for the temporary office trailers used to house town hall, comply with FEMA directives, and return to normal operations; and

WHEREAS, the total of these two purchase orders is \$76,662.00, and therefore exceeds the \$75,000.00 threshold requiring ratification by the Town Council.

NOW, THEREFORE, BE IT 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. This Resolution memorializes and ratifies the actions of the Town to approve two purchase orders with Kirkwood Electric on January 10, 2025 and January 27, 2025 totaling \$76,662.00 for the purpose of providing electrical work necessary to the completion of the new town hall as soon as possible so as to minimize the amount of rental expense for the temporary office trailers used to house town hall, comply with FEMA directives, and return to normal operations .

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 roll call vote, the result was as follows:

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

ADOPTED this 17th day of March 2025 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:**

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day _____ 2025.

REQUEST/JUSTIFICATION FOR EMERGENCY/EXIGENT PURCHASE
(ATTACH ADDITIONAL PAGES IF NECESSARY)

REQUESTER NAME: Jeff Hauge DATE: February 19, 2025
DEPT/INSTITUTION: Community Services PHONE: 239-765-0202
AGENCY/OFFICE: _____ REQUISITION #: _____

NATURE, CAUSE OF THE EMERGENCY/EXIGENT CONDITION. Explain what the emergency is and/or what caused the emergency situation to exist.

Time is of the essence in completing the renovation of the building that will serve as the new Town Hall. The initial estimate for wiring from Kirkwood Electric was for \$63,607. Since then, additional work totaling \$13,055 has been identified that was not anticipated at the time of the initial estimate. Since the total expense of \$76,662 is greater than the \$75,000 threshold requiring Town Council approval, and since waiting until the next Town Council meeting to seek approval would delay the completion of the building, approval for this expenditure is being requested now as an emergency expenditure, with the intention of it being presented to Town Council for approval at the next possible meeting.

FINANCIAL/OPERATIONAL DAMAGE TO THE TOWN. Explain the financial or operational damage that will occur if this purchase is not made immediately.

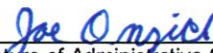
Waiting for approval for the wiring expense would unnecessarily delay the opening of the new town hall, which would cause the Town government to be housed in the trailers longer than necessary.

REASON NEED WAS NOT ANTICIPATED. State the reason(s) why the need for the purchase was not, or could not be anticipated, so the items could have been procured through normal procedures.

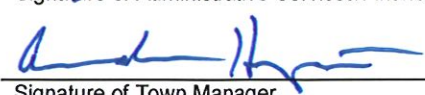
Initial estimates indicated total wiring expenses would fall below \$75,000. Therefore, only three quotes were attempted to be provided. Now that additional work has been identified that will bring the total over \$75,000, and there is insufficient time to go out to bid and obtain Town Council approval without delaying completion of the building, we are requesting that the total expense of \$76,662 be approved now by the Town Manager as an emergency expenditure, and be approved by Town Council at their next meeting.

Signature of Head of Dept. 

3-3-25
Date


Signature of Administrative Services/Finance Director

3-3-25
Date


Signature of Town Manager

3/3/25
Date

Any emergency purchase in excess of \$75,000 must be approved by the Town Council as soon as practicable after the purchase.

Agenda Date _____ Attach Copy for Audit _____



PO Box 152000
Cape Coral, FL 33915-2000
(239) 574-3449
service@kirkwoodelectric.com

Estimate

ESTIMATE#	47235560
DATE	01/10/2025
PO#	

CUSTOMER
Town of Fort Myers Beach 6231 Estero Blvd Fort Myers Beach Florida 33931-4417 (239) 788-7766

SERVICE LOCATION
Town of Fort Myers Beach 6231 Estero Blvd Fort Myers Beach Florida 33931-4417 (239) 788-7766

DESCRIPTION	Estimate to install electrical for 1st floor electrical in town hall. This is estimated without electrical plans. Supply labor and material for the following: - General 1.) Furnish electrical permit. 2.) Troubleshoot existing circuitry to see what can be reused by performing load calculations. 3.) Demo and remove all existing electrical not needed. 4.) Replace any and all romex wiring that does not meet code. 5.) Design and draw a set of as build's and turn in upon completion. Total For Work Above = \$5,220.00 - Main Building Receptacles in Common Areas 1.) Branch circuit/circuit extensions, install up to (40) duplex receptacles throughout the main lobby, offices, cubicles, and main room. 2.) Branch circuit/circuit extensions, install up to (5) quad receptacles in IT room and under chairmen desks. 3.) Supply and install (2) power poles to power chairmen desks. Total For Work Above = \$15,600.00 - Bathrooms 1.) Branch circuit, install (4) GFCI receptacles over each vanity. 2.) Supply and install (12) 6" color select LED recessed fixtures. 3.) Supply and install (4) ceiling mount motion/audible sensors for same. 4.) Supply and install (2) mid grade bathroom exhaust fans. *Ductwork to be done by other. Total For Work Above = \$6,560.00 - Electrical Room 1.) Close all electrical troughs that are open. 2.) Remove all electrical equipment that is no longer in use. 3.) Supply and install new 6-circuit electrical panel for fire alarm. 4.) Supply and replace switch for in wall motion switch. Total For Work Above = \$2,990.00 - Main Area Lighting 1.) Supply and install (14) 6" color select LED recessed fixtures behind and over chamber desk. 2.) Install (2) new switches with dimmers for same near counselor desk. 3.) Supply and install (40) 2x4 LED troffers with color and lumen selector switches over main seating area. 4.) Install (2) new switches with dimmers for same near counselor desk. 5.) Supply and install lighting contactor. 6.) Supply and install astronomical time clock in electrical room to serve all lights listed above. 7.) Supply and install bypass switch for same. 8.) Supply and install 60-min twist timer near lobby door to bypass time clock.
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Total For Work Above = \$19,987.00

- Offices and Lobby Lighting

*Exact lay-in fixtures not known as there are no plans and the drop ceiling is not yet installed. This portion may need to be revised.

- 1.) Supply and replace (4) 2x4 LED troffers with color and lumen selector switches over the (4) cubicles.
- 2.) Supply and install (4) wall mount motion switches for same.
- 3.) Supply and install (8) 2x4 LED troffers with color and lumen selector switches (3) in enclosed offices and IT room.
- 4.) Supply and install (3) ceiling mount motion sensors.
- 5.) Supply and install (4) 2x4 LED troffers with color and lumen selector switches in lobby.
- 6.) Supply and install motion sensor for same.

Total For Work Above = \$6,600.00

- Emergency Lighting

- 1.) Circuit extension, install (20) ceiling/wall mounted lighting outlets for emergency light fixtures below.
- 2.) Supply and install up to (5) exit/emergency combos where required.
- 3.) Supply and install (15) emergency light fixtures where required.

Total For Work Above = \$6,650.00

NOTES:

* Kirkwood Electric is not responsible for any drywall/stucco damage or repairs, to be done by others.

* Please read all items/work noted in quote. If you have any questions, please contact us prior to signing the quote.

* Additional charges may be required once work begins if found to be unsafe.

* If AHJ requires additional work to be done, there will be additional charges.

* Per the wire manufacturer, any Romex wiring that has been compromised by contaminated flood water or salt water will need to be replaced by a licensed electrician.

* Not replacing wire affected by water or salt water over time could result in issues with corrosion, Kirkwood Electric will not be responsible for any damages due to the request of the homeowner.

* Kirkwood Electric recommends replacing meters and panels that have been underwater. If it becomes more than 6 months after work to temporarily fix panels and meters and no work has been done to fix meters or panels, Kirkwood Electric is not responsible for any damage that happens due to the electric meters or panels not being fixed.

* Kirkwood Electric will remove and lawfully dispose of the items as mentioned above and retain sole and exclusive right to any proceeds derived from the sale of any such items.

* Pricing includes only work described in quote, any additional work including additional work requested by local jurisdiction will be completed upon approval for additional charges.

* Drywall and/or stucco repair or repair cost (if needed) not included in price.

* Price is good for 15 days from quote date.

* All material is guaranteed to be as specified.

* All work is to be completed in a workmanlike manner according to standard practices.

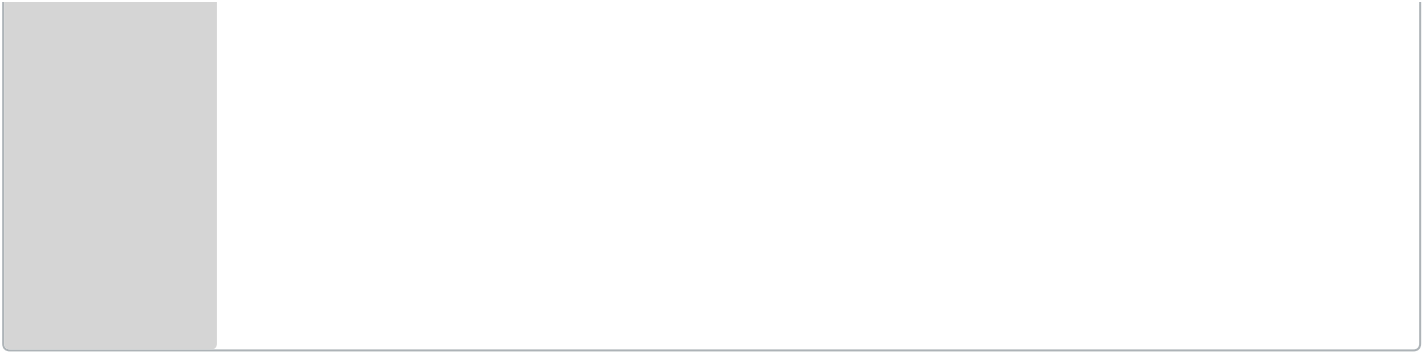
* Any alterations or deviation from the specified including extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.

* All agreements contingent upon strikes, accidents, or delays beyond our control.

* Owner to carry fire, tornado, and other necessary insurance, our workers are fully covered by workers compensation insurance.

* Payment is to be made as follows: Paid in full upon completion.

* Invoices become delinquent if unpaid 10 days after the invoice date and are subject to a monthly service charge of 1.5%, 18% annual and any attorney fees incurred by Kirkwood Electric.



Estimate

Description	Qty	Rate	Total
Lump Sum Billing	1.00	63,607.00	63,607.00

CUSTOMER MESSAGE

Estimate Total: \$63,607.00

PRE-WORK SIGNATURE

Signed By:



PO Box 152000
Cape Coral, FL 33915-2000
(239) 574-3449
service@kirkwoodelectric.com

Estimate

ESTIMATE#	47235605
DATE	01/27/2025
PO#	

CUSTOMER
Town of Fort Myers Beach 6231 Estero Blvd Fort Myers Beach Florida 33931-4417

SERVICE LOCATION
Town of Fort Myers Beach 6231 Estero Blvd Fort Myers Beach Florida 33931-4417

DESCRIPTION	Estimate to install new turtle lighting on the first floor exterior of the building to meet all turtle regulations. Supply labor and material for the following: 1.) Replace / disconnect damaged wire that is burred above ceiling that is being dropped near front walkway. 2.) Repair damaged conduits under carport. 3.) Supply and install (7) white round ceiling ceiling mount fixtures for lighting outlets above and over carport. 4.) Supply and install (4) white round coach lights on second floor balcony 4.) Supply and replace (2) white round coach lights near both doors on first floor 5.) Supply and install (13) turtle compliant PAR30 LED lamps for same. 6.) Supply and replace (4) turtle compliant shielded forward through LED wall packs on side of building. 7.) Supply and replace (4) turtle compliant forward through LED wall packs on back of building. Total For Work Above = \$13,055.00 NOTES: * Kirkwood Electric is not responsible for any drywall/stucco damage or repairs, to be done by others. * Please read all items/work noted in quote. If you have any questions, please contact us prior to signing the quote. * Additional charges may be required once work begins if found to be unsafe. * If AHJ requires additional work to be done, there will be additional charges. * Per the wire manufacturer, any Romex wiring that has been compromised by contaminated flood water or salt water will need to be replaced by a licensed electrician. * Not replacing wire affected by water or salt water over time could result in issues with corrosion, Kirkwood Electric will not be responsible for any damages due to the request of the homeowner. * Kirkwood Electric recommends replacing meters and panels that have been underwater. If it becomes more than 6 months after work to temporarily fix panels and meters and no work has been done to fix meters or panels, Kirkwood Electric is not responsible for any damage that happens due to the electric meters or panels not being fixed. * Kirkwood Electric will remove and lawfully dispose of the items as mentioned above and retain sole and exclusive right to any proceeds derived from the sale of any such items. * Pricing includes only work described in quote, any additional work including additional work requested by local jurisdiction will be completed upon approval for additional charges. * Drywall and/or stucco repair or repair cost (if needed) not included in price. * Price is good for 15 days from quote date. * All material is guaranteed to be as specified. * All work is to be completed in a workmanlike manner according to standard practices. * Any alterations or deviation from the specified including extra cost will be executed only upon
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written orders and will become an extra charge over and above the estimate.
* All agreements contingent upon strikes, accidents, or delays beyond our control.
* Owner to carry fire, tornado, and other necessary insurance, our workers are fully covered by workers compensation insurance.
*Payment is to be made as follows: Paid in full upon completion.
*Invoices become delinquent if unpaid 10 days after the invoice date and are subject to a monthly service charge of 1.5%, 18% annual and any attorney fees incurred by Kirkwood Electric.

Estimate

Description	Qty	Rate	Total
Lump Sum Billing	1.00	13,055.00	13,055.00

CUSTOMER MESSAGE

Estimate Total: \$13,055.00

PRE-WORK SIGNATURE

Signed By:

1. **Request:**

Meeting Date: March 17, 2025

Authorize the Town Manager to execute Amendment #3 to the Jacobs Project Management Co Agreement.

Why the action is necessary:

Amends the original agreement with Jacobs Project Management Co

What the action accomplishes:

Amends the original agreement with Jacobs Project Management Co

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Andy Hyatt, Town Manager

5. **Background:**

The town entered into an agreement with Jacobs Project Management, Co. for building permit inspections on October 27, 2023. The agreement was amended in December 2023 (Amendment #1) and March 2024 (Amendment #2) to include additional terms and conditions. The parties now desire to further amend the agreement as provided in attached Amendment 3.

Attachments:

1. 25-92, Authorize Amendment #3 to Jacobs Project Management Co.
2. Jacobs Project Management #3
3. Jacobs Project Management #2
4. Jacobs Project Management #1
5. Resolution 23-171 Ratifying Jacobs Project Management
6. Jacobs Project Management

Financial Impact:

This increases the total contract amount by \$53,000. It will be funded by the General Fund budget and savings from vacancies.

6. **Alternative Action**

Do not approve Amendment #3

7. **Management Recommendations:**

Management recommends approval of this amendment.

8. **Recommended Approval:**

Frankie Kropacek, Operations & Compliance Director
Frankie Kropacek, Operations & Compliance Director
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/6/2025
Approved - 3/6/2025
Approved - 3/7/2025
Approved - 3/9/2025
Approved - 3/10/2025
Final Approval - 3/10/2025

RESOLUTION NUMBER 25-92

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING APPROVAL OF AMENDMENT #3 TO THE AGREEMENT WITH JACOBS PROJECT MANAGEMENT CO.; 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, the Town of Fort Myers Beach entered into an agreement with Jacobs Project Management Co. on October 27, 2023, to review and approve incoming permits and maintain timely building inspections after Hurricane Ian, and that agreement was subsequently ratified and amended by the Town Council on December 4, 2023 to comply with Florida law and revise some of the contractual terms; and

WHEREAS, the Town of Fort Myers Beach authorized a second amendment to the agreement with Jacobs Project Management Co. on April 9, 2024, to convert the scope of the services from a time and materials basis to a fixed fee basis, as well as to amend the scope of services and related compensation; and

WHEREAS, it is in the best interest of the Town of Fort Myers Beach to amend the scope of services and related compensation schedule of the agreement with Jacobs Project Management Co. to include assistance with maintenance of Estero Boulevard to keep it free of illegal signs for an additional annual cost of approximately \$53,000.00.

NOW, THEREFORE, BE IT 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. This Resolution memorializes and authorizes the Town Manager to approve the third amendment to the agreement with Jacobs Management Group Co. amending the scope of services to include assistance with maintenance of Estero Boulevard to keep it free of illegal signs for an additional annual cost of approximately \$53,000.00.

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, Councilmember _____
Scott Safford, Councilmember _____
Karen Woodson, Councilmember _____

ADOPTED this 17th day of March 2025 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:**

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day March 2025.

AMENDMENT NO. 3
to the
AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL
SERVICES
for the
TOWN OF FORT MYERS BEACH, FLORIDA

This Amendment No. 3 (the “Amendment”) to the Agreement for Professional Services (the “Agreement”) is made effective as of this _____ day of November, 2024 by and between the Town of Fort Myers Beach, Florida (hereinafter “Owner” or “Town”) and Jacobs Project Management Co., a Delaware corporation (hereinafter “Contractor”), collectively referred to herein as the “Parties”.

WHEREAS the Parties entered into a Professional Services Agreement for building permit inspections on October 27, 2023 (the “Agreement”);

NOW THEREFORE, Owner and Contractor agree to amend the Agreement as follows:

1. Appendix A– Scope of Services is hereby updated to add Item #10 as follows:

Services to be Provided

10. Contractor shall assist in the maintenance of Estero Boulevard to keep it free of illegal signs.

2. Section 1 of Appendix B – Compensation is hereby updated as follows:

The Fixed Fee for contract year two (December 1, 2024 through November 30, 2025) is One Million Four Hundred Sixty-One Thousand Seven Hundred Eighty-Five Dollars and Seventy-Seven cents (\$1,461,785.77);

This Amendment No. 3 together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment No. 3 nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

**JACOBS PROJECT
BEACH,
MANAGEMENT CO.**

**TOWN OF FORT MYERS
FLORIDA**

Name:
Title:

Date:

Name: Andrew Hyatt
Title: Town Manager

Date:

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:**

Vose Law Firm, LLP, Town Attorney

AMENDMENT NO. 2
to the
AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL
SERVICES
for the
TOWN OF FORT MYERS BEACH, FLORIDA

This Amendment No. 2 (the “Amendment”) to the Agreement for Professional Services (the “Agreement”) is made effective as of this 9th day of April 2024 by and between the Town of Fort Myers Beach, Florida (hereinafter “Owner” or “Town”) and Jacobs Project Management Co., a Delaware corporation (hereinafter “Contractor”), collectively referred to herein as the “Parties”.

WHEREAS the Parties entered into a Professional Services Agreement for building permit inspections on October 27, 2023 (the “Agreement”);

WHEREAS the Parties agreed to begin work on October 27, 2023, under a Time & Materials (herein defined as “T&M”) basis until full-time staff were acquired, which would then change the contract to a Fixed Fee basis;

WHEREAS full-time staff began operations under this Agreement on November 4, 2023;

WHEREAS the Parties agree to change the Agreement from a T&M basis to a Fixed Fee basis, starting December 4, 2023, through November 30, 2024; and

WHEREAS the Parties agree that any additional permit reviews or other services needed under this Agreement shall be provided on a T&M basis and invoiced monthly as the services may occur, but only if requested in writing by the Town Manager.

NOW THEREFORE, Owner and Contractor agree to amend the Agreement as follows:

1. The Scope of the Agreement for the remainder of the contract is changed from a T&M basis to a Fixed Fee basis;
2. Contractor provided services under a T&M basis from October 27, 2023, through December 4, 2023. The remainder of the first contract year out of the total five (5) year agreement will commence on December 4, 2023, and run through November 30, 2024, on a Fixed Fee basis;
3. **Year One** Fixed Fee price is \$1,408,167 (One Million Four Hundred Eight Thousand One Hundred and Sixty-Seven Dollars);
4. The Fixed Fee budget for the Agreement shall pay for 1/12th of the annual Fixed Fee, invoiced each month, totaling in twelve (12) invoices, each contract year;

5. The Parties agree that any additional permit reviews or other services needed under this Agreement shall be provided on a T&M basis and invoiced monthly as the services may occur, but only if requested in writing by the Town Manager;
6. The hours worked for providing any T&M services after December 4, 2023, will be billed at One Hundred Twenty-Seven dollars and Zero cents (\$127.00) an hour;
7. Effective November 1, 2024, the fixed fee rate shall be increased based on ECI calculations provided in Appendix B of the Agreement. Each annual renewal out of the five (5) year agreement period shall reflect ECI and CPI escalations of the current year.
8. **Appendix A – Scope of Services** shall be amended to include the attached Appendix A.
9. **Appendix B – Compensation** shall be deleted in its entirety and replaced with the attached Appendix B.

This Amendment No. 2 together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment No. 2 nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

**JACOBS PROJECT
MANAGEMENT CO.**



Name: Jonathan Mantay
Title: Senior Director

Date: 4/9/24

**TOWN OF FORT MYERS BEACH,
FLORIDA**


Andrew Hyatt (May 1, 2024 16:50 EDT)

Name: Andrew Hyatt
Title: Town Manager

Date: 05/01/24

ATTEST:


Amy Baker (May 2, 2024 10:44 EDT)

Amy Baker, Town Clerk

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


Nancy Stuparich (May 1, 2024 16:59 EDT)

Vose Law Firm, LLP, Town Attorney

Appendix A – Scope of Services

Contractor will provide the equivalent of four (4) additional full-time positions to provide Owner with one (1) Building Permit Plan Reviewer, two (2) Building Inspectors and one (1) Floodplain Coordinator.

JOB DESCRIPTIONS

Building Permit Plan Reviewer

The Building Permit Plan Reviewer has the primary responsibility to review and facilitate highly advanced technical operations of commercial and residential construction documents for compliance with the building, life safety, accessibility and energy codes.

Essential duties:

- Performs highly advanced technical review of commercial and residential construction documents for compliance with the building, life safety, accessibility and energy codes.
- Completes permit reviews in a timely manner;
- Assists with inter/intra-department reviews prior to the issuance of permits;
- Engages in communications between architects, engineers, contractor, city staff and officials to explain codes and resolve code issues related to construction plans;
- Verifies code compliance of construction drawings prior to approval of drawings necessary for issuance of permits;
- Attends preconstruction and predevelopment meetings with contractors, developers, owners, architects, engineers and city staff;
- Educates, trains, directs, and provides technical leadership or guidance to personnel and customers;
- Performs field work to inspect and resolve issues and complaints; and
- Prepares and maintains technical reports.

Qualifications:

- Must be familiar with State and City code compliance regarding construction and development of building plans, as required in the project;
- Knowledge of applicable Florida Statutes and local resolutions and ordinances relating to building and construction permit requirements and inspection procedures;
- Skill in public speaking and public relations with the ability to communicate effectively, orally and in writing, with a variety of audiences;
- Ability to work independently on complex tasks and deal with non-routing matters;
- Knowledge of business English, spelling and punctuation in order to prepare documents, compose letters;
- Knowledge of traditional office practices and procedures;
- Knowledge of the Department and the City's policies, procedures and practices; and
- Ability to analyze a variety of administrative problems and to make sound recommendations.

Building Inspector

The Building Inspector has the primary responsibility of performing regular building inspections of residential and commercial buildings during various stages of reconstruction and remodeling.

Essential Duties:

- Performs building inspections of residential and commercial buildings during various stages of construction and remodeling; ensures that structures are being constructed in accordance with approved plans and specifications and in compliance with the Florida Building Code and other applicable state and local laws, ordinances, and codes to ensure the health, safety, and welfare of the public;
- Conducts periodic field inspections before and during construction, remodeling, or repair; checks the safety of construction and installation practices; inspects the quality of materials and methods of construction for footings and foundations, excavations, wood framing, concrete work, steel erection, lathing, plastering, tile work, masonry, electrical, plumbing, and other construction work; makes final inspections to clear permits consistent with the Florida Building Code and other applicable regulations;
- Interprets codes and regulations; reviews, researches and communicates results in determining applicable codes/ordinances; explains required inspections, construction requirements and construction and repair methods and materials to owners, architects, engineers, contractors, and the public; advises owners on matters related to building permits; investigates and resolves building and related complaints;
- May assist with reviewing plans and specifications;
- Maintains a variety of files and records related to areas of assignment including permit binders, records of inspections made and actions taken, and plans; inputs and retrieves information from computer databases; prepares reports, correspondence, and a variety of other written materials as requested; and
- Performs the duties of the Building Official in his absence and other similar duties as assigned.

Qualifications:

- Must be familiar with State and City code compliance regarding field inspections and building inspections, as required in the project;
- Knowledge of applicable Florida Statutes and local resolutions and ordinances relating to building and construction permit requirements and inspection procedures;
- Knowledge of all applicable safety regulations for construction and redevelopment projects as determined by State and City regulations;
- Ability to read, understand and implement code and regulatory language as required by the project and City;
- Explains inspection process for employees and representatives of the City;
- Able to organize and prioritize several projects regarding building, safety, and construction procedures;
- Skill in public speaking and public relations with the ability to communicate effectively, orally and in writing, with a variety of audiences;
- Ability to work independently on complex tasks and deal with non-routing matters;
- Knowledge of business English, spelling and punctuation in order to prepare documents, compose letters, etc.;
- Knowledge of traditional office practices and procedures;
- Knowledge of the Department and the City's policies, procedures and practices; and

- Ability to analyze a variety of administrative problems and to make sound recommendations.

Floodplain Coordinator

The Floodplain Coordinator has the primary responsibility to review plans for the Federal Emergency Management Agency (herein defined as FEMA) floodplain compliance. Under administrative direction, this position is responsible for working with FEMA and the Insurance Services Office, Inc. to document and verify the City's involvement in the National Flood Insurance Program (NFIP) and Community Rating System. This position will facilitate the development of public trust and confidence in the City. Other duties may include assisting with the City's Community Rating System (CRS) activities, as directed by the City's building official or manager. This position will ensure the City of Fort Myers Beach meets these responsibilities in order to maintain and improve classification and flood insurance discounts within the program.

Essential Duties:

- Keeps the mission, vision and values of the City of Fort Myers Beach at the forefront of decision making and action;
- Builds strategic and collaborative relationships and interacts with others in a way that builds confidence and trust in the City;
- Provides excellent customer service by taking action to accomplish objectives, maintains high levels of work and productivity by generating innovative solutions to work situations;
- Plans review for approval or denial of permits based on relevant Land Development Code, Floodplain Regulations, and FEMA guidelines;
- Conducts review of the FEMA Repetitive Loss List for structures within City limits;
- Answers all inquiries on National Flood Insurance Programs posed by citizens, insurance agents and communicates with the public, as needed;
- Maintains elevation certifications, flood insurance rate maps and studies as required;
- Implements and presents public FEMA program information;
- Responds to National Flood Insurance Program inquiries from FEMA through investigation and providing written reports on the completed results to the appropriate requestor and keeps Building managers/directors informed of the requests; and
- Other Duties as Assigned.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty. The requirements listed below are representative of the knowledge, skill, and/or ability required:

- Knowledge and background in FEMA and NFIP programs and regulations including City program participation requirements, as required;
- Knowledge of FEMA Regulations and guidelines for flood mitigation grant work and processes;
- Knowledge of applicable Florida Statutes and local resolutions and ordinances relating to floodplain permit requirements and inspection procedures;
- Skill in public speaking and public relations with the ability to communicate effectively, orally and in writing, with a variety of audiences;

- Ability to work independently on complex tasks and deal with non-routing matters;
- Knowledge of business English, spelling and punctuation in order to prepare documents, compose letters, etc.;
- Knowledge of traditional office practices and procedures;
- Knowledge of the Department and the City's policies, procedures and practices; and
- Ability to analyze a variety of administrative problems and to make sound recommendations.

APPENDIX B – COMPENSATION

Compensation by Owner to Contractor will be as follows:

1. Contractor shall provide the Services as described in Appendix A on an annual fixed fee basis.

Year One fixed fee price is \$1,408,167 (One Million Four Hundred Eight Thousand One Hundred and Sixty-Seven Dollars).

The fixed fee shall be paid in twelve (12) invoices over twelve (12) months. Each invoice shall be paid a month in advance, on the first (1st) of the month, for each month that services will be provided. The invoice scheduling shall be processed as follows:

Target Invoice Month for 2024	Invoice Due for 2024
January 2024	December 1, 2023
February 2024	January 1, 2024
March 2024	February 1, 2024
April 2024	March 1, 2024
May 2024	April 1, 2024
June 2024	May 1, 2024
July 2024	June 1, 2024
August 2024	July 1, 2024
September 2024	August 1, 2024
October 2024	September 1, 2024
November 2024	October 1, 2024
December 2024	November 1, 2024

2. The Parties agree that good faith negotiations resulting in mutual agreement on an annual fixed fee adjustment is the preferred methodology.
3. In the event Contractor and Owner fail to agree thirty (30) days prior to the annual renewal date of this Agreement, the fixed fee compensation amount will be adjusted according to the adjustment formula denoted below:

$$AF = [((ECI) \times .70) + ((CPI) \times .30)] + 1.0$$

AF - Adjustment Formula

CPI = The twelve-month percent change (from June of the prior year to June of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

ECI = The twelve-month percent change (from the second quarter of the prior year to the second quarter in the current year) in the Employment Cost Index for Total Compensation for Civilians Workers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series Id: CIU1010000000000A.

4. Upon each Agreement year renegotiation, Contractor shall continue to invoice Owner at the previous amount until the new Agreement year price is agreed upon or determined by the adjustment formula. Upon written agreement of the Parties as to the new Agreement year price, Contractor shall issue an invoice retroactively adjusting the previous fixed fee price.
5. Additional permit reviews or other services provided under this Agreement shall be provided on a Time & Materials basis and invoiced monthly as the services may occur, but only if requested in writing by the Town Manager.

TOWN OF FORT MYERS BEACH, FLORIDA
CONTRACT ADDENDUM – JACOBS PROJECT MANAGEMENT CO.

THIS CONTRACT ADDENDUM is made and entered into this 4th day of December, 2023, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the “Town”, and Jacobs Project Management Co., as “Contractor”, concerning that certain Agreement for Professional Services dated the 27th day of October, 2023 (“Agreement”).

WITNESSETH:C

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors and required contract language has been recently amended by the Florida Legislature; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum as well as removal of inapplicable terms; and

WHEREAS, approval of this Addendum is in the best interest of the Town to facilitate and expedite building inspection services to its residents and those who do business in the Town.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. E-Verify Compliance. Paragraph 12 is amended for consistency current Florida law as follows: By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes “Employment Eligibility,” as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or

subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

3. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

4. Data Management; Notice of Breach. Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports etc, which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

5. Environmental and Social Government and Corporate Activism. The Town has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

6. Additional Terms. Notwithstanding any other provisions to the contrary, the parties further agree as follows:

A. Appendix B – Compensation, Paragraph 1 is revised to read as follows:

1. Contractor shall provide the Services as described in Appendix A on an annual lump sum basis.

Year One lump sum price is \$538,535 (Five Hundred Thirty-Eight Thousand Five Hundred Thirty-Five Dollars). ~~INCORRECT ASSUMPTION FROM B VOSE.~~

B. Paragraph 6.3 related to OSHA Compliance is deleted as not applicable.

C. Paragraph 7.13 is deleted in its entirety and the following sentence shall be included: Ownership of work products and intellectual property shall be determined in accordance with Florida law.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:



Print Name: Jonathan Mantay

Title: Senior Director

Company: Jacobs

ATTEST:


Amy Baker (Feb 16, 2024 08:54 EST)
Amy Baker, Town Clerk

Town of Fort Myers Beach


Andrew Hyatt (Feb 9, 2024 07:31 EST)
Andrew Hyatt, Town Manager

APPROVED AS TO FORM


Gretchen R.H. Vose (Feb 8, 2024 17:50 EST)
Gretchen R. H. "Becky" Vose, Town Attorney

RESOLUTION NUMBER 23-171

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING APPROVAL OF AN AGREEMENT WITH JACOBS PROJECT MANAGEMENT, CO. AUTHORIZING THE TOWN MANAGER TO EXECUTE AN ADDENDUM TO THE AGREEMENT; 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, the Town of Fort Myers Beach has been working diligently to review and approve incoming permits and maintain timely building inspections after Hurricane Ian; and

WHEREAS, it is in the best interest of the Town residents for the Town to contract with Jacobs Management Group, Co. to assist the Town with building inspection services, as needed.

NOW, THEREFORE, BE IT 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. This Resolution memorializes, ratifies, and approves the actions of the Town Manager to contract with Jacobs Management Group, Co., and authorizes the Town Manager to sign the related addendum.

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 Council Member Veach and seconded by Council Member King, and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Councilmember	Aye
Bill Veach, Councilmember	Aye
Karen Woodson, Councilmember	Aye

ADOPTED this 4th day of December 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH


Dan Allers (Feb 9, 2024 16:45 EST)

Dan Allers, Mayor

ATTEST:


Amy Baker (Feb 15, 2024 08:54 EST)

Amy Baker, Town Clerk

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


Gretchen R.H. Vose (Feb 8, 2024 17:50 EST)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 8th day December 2023.

TOWN OF FORT MYERS BEACH, FLORIDA
CONTRACT ADDENDUM – JACOBS PROJECT MANAGEMENT CO.

THIS CONTRACT ADDENDUM is made and entered into this 4th day of December, 2023, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the “Town”, and Jacobs Project Management Co., as “Contractor”, concerning that certain Agreement for Professional Services dated the 27th day of October, 2023 (“Agreement”).

WITNESSETH:

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors and required contract language has been recently amended by the Florida Legislature; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum as well as removal of inapplicable terms; and

WHEREAS, approval of this Addendum is in the best interest of the Town to facilitate and expedite building inspection services to its residents and those who do business in the Town.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. E-Verify Compliance. Paragraph 12 is amended for consistency current Florida law as follows: By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes “Employment Eligibility,” as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or

subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

3. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

4. Data Management; Notice of Breach. Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports etc, which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

5. Environmental and Social Government and Corporate Activism. The Town has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

6. Additional Terms. Notwithstanding any other provisions to the contrary, the parties further agree as follows:

A. Appendix B – Compensation, Paragraph 1 is revised to read as follows:

1. Contractor shall provide the Services as described in Appendix A on an annual lump sum basis.

Year One lump sum price is \$538,535 (Five Hundred Thirty-Eight Thousand Five Hundred Thirty-Five Dollars). ~~INCORRECT ASSUMPTION FROM B VOSE.~~

B. Paragraph 6.3 related to OSHA Compliance is deleted as not applicable.

C. Paragraph 7.13 is deleted in its entirety and the following sentence shall be included: Ownership of work products and intellectual property shall be determined in accordance with Florida law.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:


Amy Baker (Feb 16, 2024 08:54 EST)

Amy Baker, Town Clerk

Town of Fort Myers Beach


Andrew Hyatt (Feb 9, 2024 07:31 EST)

Andrew Hyatt, Town Manager

APPROVED AS TO FORM


Gretchen R.H. Vose (Feb 8, 2024 17:50 EST)

Gretchen R. H. "Becky" Vose, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is made and entered into this 27th day of October, 2023 (the "Effective Date") by and between Jacobs Project Management Co., a Delaware corporation ("Contractor"), whose address for formal notice is 6312 S. Fiddlers Green Circle, Suite 300N, Greenwood Village, CO 80111 and the Town of Fort Myers Beach, Florida ("Owner" or "Town"), whose address for formal notice is 2525 Estero Boulevard, Fort Myers Beach, FL 33931, who collectively shall be referred to as the "Parties."

The Parties agree to enter into this Agreement for certain services that Contractor is to perform for the benefit of Owner, subject to the terms and conditions set forth below:

1. SCOPE OF SERVICES

Contractor will perform building permit inspections on a Time and Materials basis commencing on the effective date consistent with the terms of this agreement. The Owner and Contractor will mutually agree to the date the scope of services set forth in Appendix A of this Agreement ("the Services") will be provided. Contractor shall perform the Services with the degree of skill and diligence normally employed by similarly situated personnel performing the same or similar services and within the design capacity and capability of Owner's facilities, when applicable.

2. TERM AND TERMINATION

- 2.1 The initial term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date. Upon conclusion of the initial term, this Agreement shall renew on an annual basis, unless terminated by either party with ninety (90) days prior written notice.
- 2.2 This Agreement may have the end date revised by Contractor or Owner for either of the Parties' convenience on ninety (90) calendar days' written notice; or by either party for cause upon thirty (30) calendar days' written notice to the other party, if either party fails to substantially perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter. Upon early completion of this Agreement or termination, Contractor shall be paid for all authorized work performed up to the termination date.

3. COMPENSATION

Owner will compensate Contractor as set forth in Appendix B. Monthly invoices will be issued by Contractor for all work performed under this Agreement. Work performed under this Agreement may be performed using labor from affiliated companies of Contractor. Such labor will be billed to Owner under the same billing terms applicable to Contractor's employees.

4. INVOICES AND TERMS OF PAYMENT

- 4.1 Contractor will submit invoices on a monthly basis to Owner each month. Each invoice will be prepared on Contractor's standard form and supported by documentation according to Contractor's standard practice. No invoice shall be for an amount in excess of 1/12 of the total annual lump sum price, unless Contractor has provided additional services at the Town Manager's direction in writing. Additional services will be invoiced on a Time & Materials basis and denoted on a separate line item within a monthly invoice.
- 4.2 Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or the maximum permitted by law if less, will be charged on all past-due amounts starting thirty (30) calendar days after date of invoice receipt. Payments will first be credited to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested shall be withheld from payment, and the undisputed portion shall be paid. Interest shall accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of Contractor. No interest will be due on any disputed portion of the billing if the dispute is ultimately mutually resolved.
- 4.3 If Owner fails to make payment in full within thirty (30) calendar days of the date due for any undisputed billing, Contractor may, after giving seven (7) calendar days' written notice to Owner, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, Contractor will have no liability to Owner for delays or damages caused by Owner because of such suspension.

5. OBLIGATIONS OF CONTRACTOR

5.1 Standard of Care

The standard of care applicable to Services is the degree of skill and diligence normally employed by those performing similar services at the time Services are performed. If Contractor delivers services, reports or documents based on information provided by others, Contractor does not warrant their accuracy, and is not responsible for any errors or omissions that have been incorporated into such documents by others. Owner's sole remedy for Contractor's breach of this standard of care is the re-performance of those Services directly related to such breach up to the limit of remedy set forth in this Agreement.

5.2 Contractor's Insurance

Contractor will maintain throughout this Agreement the following insurance:

- a. Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Contractor or of any of its employees,

- agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- d. Owner will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages identified above (except with respect to worker's compensation and employer's liability insurance).

5.3 Warranties and Completion

- 5.3.1 Contractor warrants that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, of good quality and free from defective workmanship and materials. Warranties shall commence on the date of Completion as determined by Contractor.
- 5.3.2 If applicable, Contractor will pass through to Owner the warranty extended by the manufacturer for all products, equipment, systems or materials. There are no warranties that extend beyond the description on the face thereof.
- 5.3.3 All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed.
- 5.3.4 CONTRACTOR MAKES NO WARRANTIES OR GUARANTEES ON THE SERVICES OR MATERIALS SUPPLIED BY CONTRACTORS. NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS INTENDED IN OR BY THIS AGREEMENT.

5.4 Independent Contractor; Subcontracts

- 5.4.1 Contractor represents that it is an independent contractor and will perform services as an independent contractor and not as an agent or employee of Owner.
- 5.4.2 Contractor may retain such other subconsultants or subcontractors as it may deem desirable for proper and timely performance of services. Contractor shall be responsible for the management of the subcontractors and subconsultants in the performance of their work.
- 5.4.3 The Services performed by Contractor under this Agreement shall be considered advisory only. Owner shall solely be responsible for the management and direction of its employees in following Contractor's advice and recommendations. No provision in this Agreement shall be construed to confer any managerial or supervisory authority on Contractor. Contractor shall have no responsibility in supervising, managing or directing Owner's employees and shall not be liable for the actions of Owner's employees in carrying out recommendations provided for by Contractor.

5.5 Access to Records

Contractor will maintain accounting records, in accordance with generally accepted accounting principles. Records relating to services will be available to Owner during Contractor's normal business hours for a period of one (1) year after Contractor's final invoice under this Agreement for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder, but excluding proprietary and confidential financial information. Only audit cost-reimbursable items will be subject to audit.

6. OBLIGATIONS OF OWNER

6.1 Owner-Furnished Data

Owner will provide to Contractor all data in Owner's possession, including copies of all applicable project requirements, design criteria or constraints, design and construction details or standards, previous reports, surveys, process descriptions, material balance sheets, process and instrumentation diagrams, permits issued by state, federal or local authorities relating to the operation of the project, and other information required or relating to Contractor's services on the project. Contractor will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner. This is including, but not limited to, the installation of iWorQ or other program the Owner uses or may elect to use in the future for building permit review and inspection documentation on Contractor's devices for both training and scope delivery purposes.

6.2 Access to Facilities and Property

Owner will make its facilities accessible to Contractor as required for Contractor's performance of its services and will provide labor and safety equipment as required by Contractor for such access. Owner will perform, at no cost to Contractor, such tests of equipment, machinery, pipelines, and other components of Owner's facilities as may be required in connection with Contractor's services.

6.3 OSHA Compliance

Owner shall have the sole responsibility for identifying and performing any current or future improvements which may be required at the Project to bring the facilities within OSHA compliance.

6.4 Operations Assistance and Services

Owner authorizes Contractor to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the Services. Owner authorizes Contractor to take such actions in these respects as Contractor considers necessary to meet the objectives of the work.

6.5 Advertisements, Permits, and Access

Unless otherwise agreed to in the Agreement, Owner will and has the sole responsibility for obtaining, renewing, arranging, and paying for all advertisements for bids; permits and licenses required by local, state, or federal authorities (including those required for the operation of the project); and land, easements, rights-of-way, and access necessary for Contractor's Services.

6.6 Timely Review

Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor,

accountant, auditor, bond and financial advisors, and other consultants as Owner deems appropriate; and render in writing decisions required by Owner in a timely manner.

6.7 Prompt Notice

Owner will give prompt written notice to Contractor whenever Owner observes or becomes aware of any development that affects the scope or timing of Contractor's Services, or of any defect in the work of Contractor. Owner will give Contractor prompt notice when it is unable to follow the directives and advice of Contractor in any way related to the Services or promptly upon discovery that the directives or advice of Contractor has not been followed in relation to the Services being performed.

6.8 Asbestos or Hazardous Substances

6.8.1. If asbestos or hazardous substances in any form are encountered or suspected while performing the Services, Contractor will stop its own work in the affected portions of the Project to permit testing and evaluation.

6.8.2. If asbestos is suspected, Contractor will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

6.8.3. If applicable, if hazardous substances other than asbestos are suspected, Contractor will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

6.8.4. Owner recognizes that Contractor assumes no risk and/or liability for a waste or hazardous waste site originated by other than Contractor.

6.9 Owner's Insurance

6.9.1. Owner will maintain property insurance on all facilities and property used by Contractor or associated in any way with the project.

6.9.2. Owner will provide for a waiver of subrogation as to all Owner-carried property damage insurance, in favor of Contractor, Contractor's officers, employees, affiliates, and subcontractors.

6.10. Litigation Assistance

The Services to be performed under this Agreement do not include costs of Contractor for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner. All such Services required or requested of Contractor by Owner, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed.

6.11. Changes

Owner may request changes to the Services. If such changes affect Contractor's cost or time required for performance of the Services, an equitable adjustment will be made through an amendment to this Agreement. All requested changes will be made in writing and are subject to acceptance by Contractor.

7. GENERAL LEGAL PROVISIONS

- 7.1. Authorization to Proceed
Execution of this Agreement by Owner will be authorization for Contractor to proceed with the work, unless otherwise provided for in this Agreement.
- 7.2. Force Majeure
Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, governmental action, pandemics or other events beyond the control of Contractor. In any such event, Contractor's agreement price and schedule shall be equitably adjusted.
- 7.3. Fines and Civil Penalties
Contractor shall not be liable for any fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the commencement date of this Agreement, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance or that result from violations that occurred prior to the commencement date of this Agreement.
- 7.4. Limitation of Liability
Contractor's liability for Owner's damages, in the aggregate, shall not exceed the total compensation received by Contractor from Owner for services provided under this Agreement for the year of the Agreement in which the liability was incurred. Contractor's liability to Owner under this Agreement specifically excludes any and all indirect or consequential damages arising from the Work contemplated under this Agreement. Contractor shall not be liable for fines or civil penalties, which may be imposed by a regulatory agency, which are occasioned by the provision of services under this Agreement. The limitations of liability shall apply whether Contractor's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause, except the limitations shall not apply to willful misconduct or gross negligence. Said limitations shall apply to Contractor's officers, affiliated corporations, employees, and subcontractors.
- 7.5. Indemnification
Subject to the provisions of Sec. 768.28, Fla. Stat., and to the maximum extent permitted by law, the Parties agree to defend, indemnify and hold each other harmless from liability for claims, damages, costs and attorneys' fees arising from property damage, injury or death to a person, including their employees, caused by the negligent acts or omissions or willful misconduct of the indemnifying Party or any other party for whom the indemnifying Party is legally liable. Neither Party must indemnify the other against liability or damages arising out of death or bodily injury to persons or damage to property to the extent caused by the negligence of the indemnified Party.
- 7.6. Consequential Damages
To the maximum extent permitted by law, Contractor and Contractor's affiliated corporations, officers, employees, and subcontractors shall not be liable for Owner's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect Contractor against indirect liability or third-party proceedings, and subject to the provisions of Sec. 768.28, Fla. Stat., Owner will indemnify Contractor for any such damages.
- 7.7. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnities and other express representations shall survive termination of this Agreement.

7.8. No Conflict of Interest for Future Work

The scope of Services performed by Contractor under this Agreement does not preclude Contractor from proposing on or providing such services to Owner in the future. Information and knowledge gained by Contractor in providing services under this Agreement shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

7.9. Jurisdiction

The law of the State where the scope of Services is being performed shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

7.10. Third Party Beneficiaries and Scope of Services

This Agreement gives no rights or benefits to anyone other than Owner and Contractor and has no third-party beneficiaries. The Work to be performed for Owner by Contractor is defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Work.

7.11. Assignments

This is a bilateral Agreement for professional services. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

7.12. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

7.13. Ownership of Work Products and Intellectual Property

All of the Work products of Contractor in executing this Project (including all the rights related to such Work Products) shall be the sole property of Contractor, subject to the rights of the Owner, as the case may be. All reports, data, information, documents, specifications, flow-charts, discoveries, know-how, inventions, processes, firmware, computer software, source and object code, and software documentation as well as any resulting intellectual property, including but not limited to, invention disclosures, provisional patent applications, regular patent applications, patents, trade secrets, proprietary information, copyrights, trademarks, service marks, domain names, trade dress, and moral rights developed during the course of, or as a result of, the Project shall be the sole property of Contractor, subject to the rights of the Owner, as the case may be.

7.14. Non-Solicitation of Contractor Employees

In the event that Owner recruits and procures the services of Contractor employees to provide a similar function for Owner, Owner shall pay to Contractor the sum of: (1) 100% of staff compensation for staff with annual salaries above \$75,000 plus

reimbursement of Contractor costs associated with training for Contractor Employees and the cost of replacing the position within Contractor's organizational structure.

8. PUBLIC RECORDS COMPLIANCE.

Contractor agrees that, to the extent that it may "act on behalf" of the Town ("public agency") within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN HALL
2525 Estero Boulevard
Fort Myers Beach, FL 33931
AMY@FMBGOV.COM**

9. **Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.
10. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.
11. **Non-appropriation.** Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.
12. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
13. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that

Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

14. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement; and ii) waives any right to file any action, suits or proceedings in, or remove any action to, Federal Court.
15. **Attorneys' Fees and Costs.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

16. APPENDICES AND SIGNATURES

This Agreement, including its Appendices, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following Appendices and schedules are hereby made a part of this Agreement:

Appendix A—Scope of Services

Appendix B—Compensation

IN WITNESS WHEREOF, the parties execute below:

Approved for Owner


By: Andrew Hyatt
Name: Town Manager
Title: 10/27/23
Date

Approved for Jacobs Project Management Co.


By: JONATHAN A. MANTAY
Name: VICE PRESIDENT
Title: 10/27/2023
Date

APPENDIX A – SCOPE OF SERVICES

SCOPE OF SERVICES

The purpose of this scope is to authorize Contractor to provide Owner with staffing personnel to support building plan review and permitting requirements.

Services under this Agreement will be executed at the direction of Owner. While services may change or be modified by Owner, the general scope of services to be provided by Contractor includes the following scope items:

1. Contractor will provide the equivalent of four (4) full-time positions to provide Owner with Chief Building Official and three (3) permit technicians;
2. Contractor's Chief Building Official will be assigned to Owner full-time. This position will be responsible for fulfilling the role as defined in the job description section of this Appendix and will also be responsible for plans review and the delegation of plans review to that position within this scope;
3. The Plans Reviewer position will be utilized when needed and will be at the direction of the Chief Building Official and to be used after written notice has been provided by the Town Manager. This position will not be assigned to the project full-time as Contractor may utilize multiple employees to provide this service;
4. Contractor staff will provide services based upon a 40-hour work week.

SERVICES TO BE PROVIDED

1. One Chief Building Official, and three permit technicians (as described below) will be provided on-site in Town Hall by Contractor for 40 hours per week (for a total of 160 person hours per week). Contractor may provide qualified substitutes for such positions when the assigned personnel are not in attendance at work due to vacation, illness, injury, or other cause.
2. Computers and software for permit entry and tracking will be provided by Owner.
3. Vehicles will be provided by Owner with such vehicles only being used for Town business.
4. Additional building permit plan review or building permit inspections, if specifically requested in writing by the Town Manager, will be provided at the rate of \$127.00 per hour, and fees therefor will be invoiced separately.
5. The Town has an existing contract with a third-party firm to provide building inspection services.
6. As this Agreement does not create a relationship between Contractor's Chief Building Official and other third-party contractors responsible for building inspection services, Contractor's responsibilities as related to said third-party inspections are limited to only those as required by Chapter 553 of the Florida Statutes.
7. Contractor will reasonably rely upon the accuracy and completeness of the information/data provided by Owner and other third parties.
8. Barring any statutory requirements, Contractor is not responsible for the means and methods by which Owner personnel or third-party contractors complete or fail to complete their respective job duties.

JOB DESCRIPTIONS

Chief Building Official – Florida Licensed

The Chief Building Official manages and directs the programs and activities of the Building Division that includes permit processing and plan review functions to ensure compliance with adopted local and state codes, including the Florida Building, Florida Accessibility Code, and federal/state/local ordinances, standards, policies, and laws. The Chief Building Official manages a division that utilizes external plan reviewers when needed and third-party inspectors. It is the responsibility of the Chief Building Official to ensure submitted plans are efficiently processed, permitted, inspected, and ultimately brought into service of the Town.

- Performs and manages the review of all building permits for compliance with building codes, and all other state and local regulations.
- As required by Florida statute, coordinate, enforce and provide specialized assistance for inspection of all work authorized by permit on residential and non-residential facilities to assure conformity to approved plans and applicable ordinances, codes, laws and procedures.
- Determine completeness and accuracy of building permit applications and review for code and standards conformance.
- Authorize the issuance of Building Permits upon review by other Town departments, as applicable.
- Coordinate technical reviews and serve as the Building Department liaison to the Town and their third-party firms.
- Respond to field emergencies and coordinate appropriate response.
- Issue and authorize “Stop Work” orders and “Unsafe for Occupation” notices.
- Conduct pre-application and pre-construction meetings, as necessary.
- Review and approve proposed alternative materials and methods of construction.
- Regularly review computer database records to maintain an efficient flow of work to the Building Plan Reviewers (as applicable); ensure software systems are being used properly and to the best of their ability.
- Work with attorneys representing the Town and other staff on difficult code compliance and interpretations.
- Receive complaints and inquiries from the Town and citizens relative to construction conditions or activities in the community.
- Gather pertinent data, evaluate the facts of situations, and attempt to handle complaints and inquiries at first contact.
- Interpret and enforce the latest adopted Florida Building Codes, Florida Accessibility Code, and federal/state/local ordinances, standards, policies and laws.
- Knowledge of and ability to interpret Federal Emergency Management Agency (FEMA) and local flood regulations and ordinances.
- Represent the Town at building code conferences and informational meetings.
- Provide a seamless building and construction review process which provides quick turnaround and a clear approval process and forms (not including a policy analysis).

-

Basic Qualifications

- Bachelor's degree in Engineering, Architecture, Construction Technology or related field, or a high school diploma or equivalent and 10 years of building, architecture or construction experience in lieu of the degree.
- Three (3) years of supervisory experience.
- Current Building Official License from the State of Florida.
- Experience in construction practices, the latest adopted Florida Building Codes and current national electric code.
- Possess a valid Florida driver's license with a clean driving record with no major infractions.

Preferred Qualifications

- Ten (10) years of experience in building inspection / plans review, engineering, architecture or construction.
- Experience with – electronic plan review and permitting software – CityWorks preferred
- Excellent communication skills to deal effectively with developers, architects, engineers, and other design professionals.

Permit Technicians

The Permit Technicians will provide advanced, responsible, customer service work. The employee is responsible for providing assistance and information to the general public. Knowledge in the areas of building plans review, permit issuance and planning and zoning is desired but not required. Work may vary in complexity and responsibility.

- Enters information from permit applications into permitting system to determine types of reviews necessary for the projects and to determine when projects are scheduled for review, status of projects, number of dates for review, cost of review, permit number and issue date.
- Follows the Town's "how to create a permit" process.
- Files plans for residential and commercial projects and enters appropriate data.
- Receives permit applications from customers, reviews and enters relevant data and forwards to plans reviewers.
- Verifies permits issued and compares with permit application.
- Verifies contractors' business license and insurance coverage.
- Answers all technical questions regarding requirements for submitting applications for all types of permits.
- Assists builders, contractors, and the general public in making applications for various permits and advises applicants of requirements.
- Answers questions pertaining to the progress of permits and advises applicants of data and submittals needed to have requirements met.

- Receives applications/plans and reviews items for completeness.
- Assures that permit applicants have obtained all pre-approvals, i.e., Solid Waste, Utilities, Driveway permits, etc.
- Reviews permit application forms for completeness and assures that submittals are attached.
- Determines and calculates various permit fees. Calculates and collects plan review fees.
- Processes all applications/plans and re-submittals that are received by electronically, in-person, and mail.
- Answers emails
- Answers phone calls
- Performs related work as required.

Education, Experience, Licensing

Requires any combination of education and experience equivalent to graduation from High School and two years of customer service experience.

Knowledge, Skills and Abilities

- Ability to deal with the general public in a prompt, professional, and courteous manner.
- Ability to perform basic mathematical skills in determining square footage, linear feet, etc.
- Ability to learn associated computer systems applicable to permitting, such as GIS, iWorq, etc.

Plans Examiner – services will be provided on a T&M basis with Town Manager approval

- Performs highly advanced technical review of residential and commercial construction documents for compliance with the Florida Building, Florida Accessibility Code, and federal/state/local ordinances, standards, policies, and laws.
- Completes permit reviews in a timely manner.
- Assists with inter/intra-department reviews prior to the issuance of permits.
- Engages in communications between the public, architects, engineers, contractor, Town staff and officials to explain codes and resolve code issues related to construction plans.
- Verifies code compliance of construction drawings prior to approval of drawings necessary for issuance of permits.
- Attends preconstruction and predevelopment meetings with contractors, developers, owners, architects, engineers and Town staff.
- Educates, trains, directs, and provides technical leadership or guidance to both design consultants and Town staff.
- Performs other duties as assigned, including cross training with the Building Official.

Basic Qualifications

- High school diploma or equivalent and ICC Plans Examiner Certification

- Minimum of four (4) years as a building inspector, contractor, or plans examiner that includes one (1) or more years performing commercial or educational plans review, or completion of one (1) year of training to perform advanced commercial examiner tasks.
- Knowledge of and ability to apply applicable standards of the Florida Building Code and Florida Accessibility Code.
- Experience reviewing construction, plumbing, electrical and mechanical plans with related regulations.
- Knowledge of the methods and practices involved in the construction of educational facilities and related standard testing methods.
- Ability to read and interpret complex building drawings and related documents to recognize code violations, solve problems and recommend solutions.
- Ability to communicate accurate and understandable construction design information relating to codes with architects, engineers, contractors, and school district staff.
- Ability to establish and maintain effective working relationships with contractors, builders, Town staff, city and county officials and the general public.

Preferred Qualifications

- State of Florida Commercial Plans Examiner licenses to review all plans associated with new residential and commercial construction and any manner of remodel or retrofit.
- Experience with the electronic plans software; iWorQ permitting software package and digital plan review platforms.
- Knowledge of and ability to interpret Federal Emergency Management Agency (FEMA) and local flood regulations and ordinances.

APPENDIX B – COMPENSATION

Compensation by Owner to Contractor will be as follows:

1. Contractor shall provide the Services as described in Appendix A on an annual lump sum basis.

Year One lump sum price is **\$538,535** (Five Hundred Thirty-Eight Thousand Five Hundred Thirty-Five Dollars). INCORRECT ASSUMPTION FROM B. VOSE

2. The Parties agree that good faith negotiations resulting in mutual agreement on an annual lump sum adjustment is the preferred methodology.
3. In the event Contractor and Owner fail to agree thirty (30) days prior to the annual renewal date of this Agreement, the lump sum compensation amount will be adjusted according to the adjustment formula denoted below:

$$AF = [((ECI) \times .70) + ((CPI) \times .30)] + 1.0$$

AF - Adjustment Formula

CPI = The twelve-month percent change (from June of the prior year to June of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

ECI = The twelve-month percent change (from the second quarter of the prior year to the second quarter in the current year) in the Employment Cost Index for Total Compensation for Civilians Workers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series Id: CIU1010000000000A.

4. Upon each Agreement year renegotiation, Contractor shall continue to invoice Owner at the previous amount until the new Agreement year price is agreed upon or determined by the adjustment formula. Upon written agreement of the Parties as to the new Agreement year price, Contractor shall issue an invoice retroactively adjusting the previous lump sum price.
5. Additional permit reviews or other services provided under this Agreement shall be provided on a Time & Materials basis and invoiced monthly as the services may occur, but only if requested in writing by the Town Manager.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is made and entered into this 27th day of October, 2023 (the "Effective Date") by and between Jacobs Project Management Co., a Delaware corporation ("Contractor"), whose address for formal notice is 6312 S. Fiddlers Green Circle, Suite 300N, Greenwood Village, CO 80111 and the Town of Fort Myers Beach, Florida ("Owner" or "Town"), whose address for formal notice is 2525 Estero Boulevard, Fort Myers Beach, FL 33931, who collectively shall be referred to as the "Parties."

The Parties agree to enter into this Agreement for certain services that Contractor is to perform for the benefit of Owner, subject to the terms and conditions set forth below:

1. SCOPE OF SERVICES

Contractor will perform building permit inspections on a Time and Materials basis commencing on the effective date consistent with the terms of this agreement. The Owner and Contractor will mutually agree to the date the scope of services set forth in Appendix A of this Agreement ("the Services") will be provided. Contractor shall perform the Services with the degree of skill and diligence normally employed by similarly situated personnel performing the same or similar services and within the design capacity and capability of Owner's facilities, when applicable.

2. TERM AND TERMINATION

- 2.1 The initial term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date. Upon conclusion of the initial term, this Agreement shall renew on an annual basis, unless terminated by either party with ninety (90) days prior written notice.
- 2.2 This Agreement may have the end date revised by Contractor or Owner for either of the Parties' convenience on ninety (90) calendar days' written notice; or by either party for cause upon thirty (30) calendar days' written notice to the other party, if either party fails to substantially perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter. Upon early completion of this Agreement or termination, Contractor shall be paid for all authorized work performed up to the termination date.

3. COMPENSATION

Owner will compensate Contractor as set forth in Appendix B. Monthly invoices will be issued by Contractor for all work performed under this Agreement. Work performed under this Agreement may be performed using labor from affiliated companies of Contractor. Such labor will be billed to Owner under the same billing terms applicable to Contractor's employees.

4. INVOICES AND TERMS OF PAYMENT

- 4.1 Contractor will submit invoices on a monthly basis to Owner each month. Each invoice will be prepared on Contractor's standard form and supported by documentation according to Contractor's standard practice. No invoice shall be for an amount in excess of 1/12 of the total annual lump sum price, unless Contractor has provided additional services at the Town Manager's direction in writing. Additional services will be invoiced on a Time & Materials basis and denoted on a separate line item within a monthly invoice.
- 4.2 Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or the maximum permitted by law if less, will be charged on all past-due amounts starting thirty (30) calendar days after date of invoice receipt. Payments will first be credited to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested shall be withheld from payment, and the undisputed portion shall be paid. Interest shall accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of Contractor. No interest will be due on any disputed portion of the billing if the dispute is ultimately mutually resolved.
- 4.3 If Owner fails to make payment in full within thirty (30) calendar days of the date due for any undisputed billing, Contractor may, after giving seven (7) calendar days' written notice to Owner, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, Contractor will have no liability to Owner for delays or damages caused by Owner because of such suspension.

5. OBLIGATIONS OF CONTRACTOR

5.1 Standard of Care

The standard of care applicable to Services is the degree of skill and diligence normally employed by those performing similar services at the time Services are performed. If Contractor delivers services, reports or documents based on information provided by others, Contractor does not warrant their accuracy, and is not responsible for any errors or omissions that have been incorporated into such documents by others. Owner's sole remedy for Contractor's breach of this standard of care is the re-performance of those Services directly related to such breach up to the limit of remedy set forth in this Agreement.

5.2 Contractor's Insurance

Contractor will maintain throughout this Agreement the following insurance:

- a. Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Contractor or of any of its employees,

- agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- d. Owner will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages identified above (except with respect to worker's compensation and employer's liability insurance).

5.3 Warranties and Completion

- 5.3.1 Contractor warrants that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, of good quality and free from defective workmanship and materials. Warranties shall commence on the date of Completion as determined by Contractor.
- 5.3.2 If applicable, Contractor will pass through to Owner the warranty extended by the manufacturer for all products, equipment, systems or materials. There are no warranties that extend beyond the description on the face thereof.
- 5.3.3 All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed.
- 5.3.4 CONTRACTOR MAKES NO WARRANTIES OR GUARANTEES ON THE SERVICES OR MATERIALS SUPPLIED BY CONTRACTORS. NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS INTENDED IN OR BY THIS AGREEMENT.

5.4 Independent Contractor; Subcontracts

- 5.4.1 Contractor represents that it is an independent contractor and will perform services as an independent contractor and not as an agent or employee of Owner.
- 5.4.2 Contractor may retain such other subconsultants or subcontractors as it may deem desirable for proper and timely performance of services. Contractor shall be responsible for the management of the subcontractors and subconsultants in the performance of their work.
- 5.4.3 The Services performed by Contractor under this Agreement shall be considered advisory only. Owner shall solely be responsible for the management and direction of its employees in following Contractor's advice and recommendations. No provision in this Agreement shall be construed to confer any managerial or supervisory authority on Contractor. Contractor shall have no responsibility in supervising, managing or directing Owner's employees and shall not be liable for the actions of Owner's employees in carrying out recommendations provided for by Contractor.

5.5 Access to Records

Contractor will maintain accounting records, in accordance with generally accepted accounting principles. Records relating to services will be available to Owner during Contractor's normal business hours for a period of one (1) year after Contractor's final invoice under this Agreement for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder, but excluding proprietary and confidential financial information. Only audit cost-reimbursable items will be subject to audit.

6. OBLIGATIONS OF OWNER

6.1 Owner-Furnished Data

Owner will provide to Contractor all data in Owner's possession, including copies of all applicable project requirements, design criteria or constraints, design and construction details or standards, previous reports, surveys, process descriptions, material balance sheets, process and instrumentation diagrams, permits issued by state, federal or local authorities relating to the operation of the project, and other information required or relating to Contractor's services on the project. Contractor will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner. This is including, but not limited to, the installation of iWorQ or other program the Owner uses or may elect to use in the future for building permit review and inspection documentation on Contractor's devices for both training and scope delivery purposes.

6.2 Access to Facilities and Property

Owner will make its facilities accessible to Contractor as required for Contractor's performance of its services and will provide labor and safety equipment as required by Contractor for such access. Owner will perform, at no cost to Contractor, such tests of equipment, machinery, pipelines, and other components of Owner's facilities as may be required in connection with Contractor's services.

6.3 OSHA Compliance

Owner shall have the sole responsibility for identifying and performing any current or future improvements which may be required at the Project to bring the facilities within OSHA compliance.

6.4 Operations Assistance and Services

Owner authorizes Contractor to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the Services. Owner authorizes Contractor to take such actions in these respects as Contractor considers necessary to meet the objectives of the work.

6.5 Advertisements, Permits, and Access

Unless otherwise agreed to in the Agreement, Owner will and has the sole responsibility for obtaining, renewing, arranging, and paying for all advertisements for bids; permits and licenses required by local, state, or federal authorities (including those required for the operation of the project); and land, easements, rights-of-way, and access necessary for Contractor's Services.

6.6 Timely Review

Owner will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor,

accountant, auditor, bond and financial advisors, and other consultants as Owner deems appropriate; and render in writing decisions required by Owner in a timely manner.

6.7 Prompt Notice

Owner will give prompt written notice to Contractor whenever Owner observes or becomes aware of any development that affects the scope or timing of Contractor's Services, or of any defect in the work of Contractor. Owner will give Contractor prompt notice when it is unable to follow the directives and advice of Contractor in any way related to the Services or promptly upon discovery that the directives or advice of Contractor has not been followed in relation to the Services being performed.

6.8 Asbestos or Hazardous Substances

6.8.1. If asbestos or hazardous substances in any form are encountered or suspected while performing the Services, Contractor will stop its own work in the affected portions of the Project to permit testing and evaluation.

6.8.2. If asbestos is suspected, Contractor will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

6.8.3. If applicable, if hazardous substances other than asbestos are suspected, Contractor will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

6.8.4. Owner recognizes that Contractor assumes no risk and/or liability for a waste or hazardous waste site originated by other than Contractor.

6.9 Owner's Insurance

6.9.1. Owner will maintain property insurance on all facilities and property used by Contractor or associated in any way with the project.

6.9.2. Owner will provide for a waiver of subrogation as to all Owner-carried property damage insurance, in favor of Contractor, Contractor's officers, employees, affiliates, and subcontractors.

6.10. Litigation Assistance

The Services to be performed under this Agreement do not include costs of Contractor for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner. All such Services required or requested of Contractor by Owner, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed.

6.11. Changes

Owner may request changes to the Services. If such changes affect Contractor's cost or time required for performance of the Services, an equitable adjustment will be made through an amendment to this Agreement. All requested changes will be made in writing and are subject to acceptance by Contractor.

7. GENERAL LEGAL PROVISIONS

- 7.1. Authorization to Proceed
Execution of this Agreement by Owner will be authorization for Contractor to proceed with the work, unless otherwise provided for in this Agreement.
- 7.2. Force Majeure
Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, governmental action, pandemics or other events beyond the control of Contractor. In any such event, Contractor's agreement price and schedule shall be equitably adjusted.
- 7.3. Fines and Civil Penalties
Contractor shall not be liable for any fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the commencement date of this Agreement, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance or that result from violations that occurred prior to the commencement date of this Agreement.
- 7.4. Limitation of Liability
Contractor's liability for Owner's damages, in the aggregate, shall not exceed the total compensation received by Contractor from Owner for services provided under this Agreement for the year of the Agreement in which the liability was incurred. Contractor's liability to Owner under this Agreement specifically excludes any and all indirect or consequential damages arising from the Work contemplated under this Agreement. Contractor shall not be liable for fines or civil penalties, which may be imposed by a regulatory agency, which are occasioned by the provision of services under this Agreement. The limitations of liability shall apply whether Contractor's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause, except the limitations shall not apply to willful misconduct or gross negligence. Said limitations shall apply to Contractor's officers, affiliated corporations, employees, and subcontractors.
- 7.5. Indemnification
Subject to the provisions of Sec. 768.28, Fla. Stat., and to the maximum extent permitted by law, the Parties agree to defend, indemnify and hold each other harmless from liability for claims, damages, costs and attorneys' fees arising from property damage, injury or death to a person, including their employees, caused by the negligent acts or omissions or willful misconduct of the indemnifying Party or any other party for whom the indemnifying Party is legally liable. Neither Party must indemnify the other against liability or damages arising out of death or bodily injury to persons or damage to property to the extent caused by the negligence of the indemnified Party.
- 7.6. Consequential Damages
To the maximum extent permitted by law, Contractor and Contractor's affiliated corporations, officers, employees, and subcontractors shall not be liable for Owner's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect Contractor against indirect liability or third-party proceedings, and subject to the provisions of Sec. 768.28, Fla. Stat., Owner will indemnify Contractor for any such damages.
- 7.7. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnities and other express representations shall survive termination of this Agreement.

7.8. No Conflict of Interest for Future Work

The scope of Services performed by Contractor under this Agreement does not preclude Contractor from proposing on or providing such services to Owner in the future. Information and knowledge gained by Contractor in providing services under this Agreement shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

7.9. Jurisdiction

The law of the State where the scope of Services is being performed shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

7.10. Third Party Beneficiaries and Scope of Services

This Agreement gives no rights or benefits to anyone other than Owner and Contractor and has no third-party beneficiaries. The Work to be performed for Owner by Contractor is defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Work.

7.11. Assignments

This is a bilateral Agreement for professional services. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

7.12. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

7.13. Ownership of Work Products and Intellectual Property

All of the Work products of Contractor in executing this Project (including all the rights related to such Work Products) shall be the sole property of Contractor, subject to the rights of the Owner, as the case may be. All reports, data, information, documents, specifications, flow-charts, discoveries, know-how, inventions, processes, firmware, computer software, source and object code, and software documentation as well as any resulting intellectual property, including but not limited to, invention disclosures, provisional patent applications, regular patent applications, patents, trade secrets, proprietary information, copyrights, trademarks, service marks, domain names, trade dress, and moral rights developed during the course of, or as a result of, the Project shall be the sole property of Contractor, subject to the rights of the Owner, as the case may be.

7.14. Non-Solicitation of Contractor Employees

In the event that Owner recruits and procures the services of Contractor employees to provide a similar function for Owner, Owner shall pay to Contractor the sum of: (1) 100% of staff compensation for staff with annual salaries above \$75,000 plus

reimbursement of Contractor costs associated with training for Contractor Employees and the cost of replacing the position within Contractor's organizational structure.

8. PUBLIC RECORDS COMPLIANCE.

Contractor agrees that, to the extent that it may "act on behalf" of the Town ("public agency") within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN HALL
2525 Estero Boulevard
Fort Myers Beach, FL 33931
AMY@FMBGOV.COM**

9. **Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.
10. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.
11. **Non-appropriation.** Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.
12. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
13. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that

Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

14. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement; and ii) waives any right to file any action, suits or proceedings in, or remove any action to, Federal Court.
15. **Attorneys' Fees and Costs.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

16. APPENDICES AND SIGNATURES

This Agreement, including its Appendices, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following Appendices and schedules are hereby made a part of this Agreement:

Appendix A—Scope of Services

Appendix B—Compensation

IN WITNESS WHEREOF, the parties execute below:

Approved for Owner


By: Andrew Hyatt
Name: Town Manager
Title: 10/27/23
Date

Approved for Jacobs Project Management Co.


By: JONATHAN A. MANTAY
Name: VICE PRESIDENT
Title: 10/27/2023
Date

APPENDIX A – SCOPE OF SERVICES

SCOPE OF SERVICES

The purpose of this scope is to authorize Contractor to provide Owner with staffing personnel to support building plan review and permitting requirements.

Services under this Agreement will be executed at the direction of Owner. While services may change or be modified by Owner, the general scope of services to be provided by Contractor includes the following scope items:

1. Contractor will provide the equivalent of four (4) full-time positions to provide Owner with Chief Building Official and three (3) permit technicians;
2. Contractor's Chief Building Official will be assigned to Owner full-time. This position will be responsible for fulfilling the role as defined in the job description section of this Appendix and will also be responsible for plans review and the delegation of plans review to that position within this scope;
3. The Plans Reviewer position will be utilized when needed and will be at the direction of the Chief Building Official and to be used after written notice has been provided by the Town Manager. This position will not be assigned to the project full-time as Contractor may utilize multiple employees to provide this service;
4. Contractor staff will provide services based upon a 40-hour work week.

SERVICES TO BE PROVIDED

1. One Chief Building Official, and three permit technicians (as described below) will be provided on-site in Town Hall by Contractor for 40 hours per week (for a total of 160 person hours per week). Contractor may provide qualified substitutes for such positions when the assigned personnel are not in attendance at work due to vacation, illness, injury, or other cause.
2. Computers and software for permit entry and tracking will be provided by Owner.
3. Vehicles will be provided by Owner with such vehicles only being used for Town business.
4. Additional building permit plan review or building permit inspections, if specifically requested in writing by the Town Manager, will be provided at the rate of \$127.00 per hour, and fees therefor will be invoiced separately.
5. The Town has an existing contract with a third-party firm to provide building inspection services.
6. As this Agreement does not create a relationship between Contractor's Chief Building Official and other third-party contractors responsible for building inspection services, Contractor's responsibilities as related to said third-party inspections are limited to only those as required by Chapter 553 of the Florida Statutes.
7. Contractor will reasonably rely upon the accuracy and completeness of the information/data provided by Owner and other third parties.
8. Barring any statutory requirements, Contractor is not responsible for the means and methods by which Owner personnel or third-party contractors complete or fail to complete their respective job duties.

JOB DESCRIPTIONS

Chief Building Official – Florida Licensed

The Chief Building Official manages and directs the programs and activities of the Building Division that includes permit processing and plan review functions to ensure compliance with adopted local and state codes, including the Florida Building, Florida Accessibility Code, and federal/state/local ordinances, standards, policies, and laws. The Chief Building Official manages a division that utilizes external plan reviewers when needed and third-party inspectors. It is the responsibility of the Chief Building Official to ensure submitted plans are efficiently processed, permitted, inspected, and ultimately brought into service of the Town.

- Performs and manages the review of all building permits for compliance with building codes, and all other state and local regulations.
- As required by Florida statute, coordinate, enforce and provide specialized assistance for inspection of all work authorized by permit on residential and non-residential facilities to assure conformity to approved plans and applicable ordinances, codes, laws and procedures.
- Determine completeness and accuracy of building permit applications and review for code and standards conformance.
- Authorize the issuance of Building Permits upon review by other Town departments, as applicable.
- Coordinate technical reviews and serve as the Building Department liaison to the Town and their third-party firms.
- Respond to field emergencies and coordinate appropriate response.
- Issue and authorize “Stop Work” orders and “Unsafe for Occupation” notices.
- Conduct pre-application and pre-construction meetings, as necessary.
- Review and approve proposed alternative materials and methods of construction.
- Regularly review computer database records to maintain an efficient flow of work to the Building Plan Reviewers (as applicable); ensure software systems are being used properly and to the best of their ability.
- Work with attorneys representing the Town and other staff on difficult code compliance and interpretations.
- Receive complaints and inquiries from the Town and citizens relative to construction conditions or activities in the community.
- Gather pertinent data, evaluate the facts of situations, and attempt to handle complaints and inquiries at first contact.
- Interpret and enforce the latest adopted Florida Building Codes, Florida Accessibility Code, and federal/state/local ordinances, standards, policies and laws.
- Knowledge of and ability to interpret Federal Emergency Management Agency (FEMA) and local flood regulations and ordinances.
- Represent the Town at building code conferences and informational meetings.
- Provide a seamless building and construction review process which provides quick turnaround and a clear approval process and forms (not including a policy analysis).

-

Basic Qualifications

- Bachelor's degree in Engineering, Architecture, Construction Technology or related field, or a high school diploma or equivalent and 10 years of building, architecture or construction experience in lieu of the degree.
- Three (3) years of supervisory experience.
- Current Building Official License from the State of Florida.
- Experience in construction practices, the latest adopted Florida Building Codes and current national electric code.
- Possess a valid Florida driver's license with a clean driving record with no major infractions.

Preferred Qualifications

- Ten (10) years of experience in building inspection / plans review, engineering, architecture or construction.
- Experience with – electronic plan review and permitting software – CityWorks preferred
- Excellent communication skills to deal effectively with developers, architects, engineers, and other design professionals.

Permit Technicians

The Permit Technicians will provide advanced, responsible, customer service work. The employee is responsible for providing assistance and information to the general public. Knowledge in the areas of building plans review, permit issuance and planning and zoning is desired but not required. Work may vary in complexity and responsibility.

- Enters information from permit applications into permitting system to determine types of reviews necessary for the projects and to determine when projects are scheduled for review, status of projects, number of dates for review, cost of review, permit number and issue date.
- Follows the Town's "how to create a permit" process.
- Files plans for residential and commercial projects and enters appropriate data.
- Receives permit applications from customers, reviews and enters relevant data and forwards to plans reviewers.
- Verifies permits issued and compares with permit application.
- Verifies contractors' business license and insurance coverage.
- Answers all technical questions regarding requirements for submitting applications for all types of permits.
- Assists builders, contractors, and the general public in making applications for various permits and advises applicants of requirements.
- Answers questions pertaining to the progress of permits and advises applicants of data and submittals needed to have requirements met.

- Receives applications/plans and reviews items for completeness.
- Assures that permit applicants have obtained all pre-approvals, i.e., Solid Waste, Utilities, Driveway permits, etc.
- Reviews permit application forms for completeness and assures that submittals are attached.
- Determines and calculates various permit fees. Calculates and collects plan review fees.
- Processes all applications/plans and re-submittals that are received by electronically, in-person, and mail.
- Answers emails
- Answers phone calls
- Performs related work as required.

Education, Experience, Licensing

Requires any combination of education and experience equivalent to graduation from High School and two years of customer service experience.

Knowledge, Skills and Abilities

- Ability to deal with the general public in a prompt, professional, and courteous manner.
- Ability to perform basic mathematical skills in determining square footage, linear feet, etc.
- Ability to learn associated computer systems applicable to permitting, such as GIS, iWorq, etc.

Plans Examiner – services will be provided on a T&M basis with Town Manager approval

- Performs highly advanced technical review of residential and commercial construction documents for compliance with the Florida Building, Florida Accessibility Code, and federal/state/local ordinances, standards, policies, and laws.
- Completes permit reviews in a timely manner.
- Assists with inter/intra-department reviews prior to the issuance of permits.
- Engages in communications between the public, architects, engineers, contractor, Town staff and officials to explain codes and resolve code issues related to construction plans.
- Verifies code compliance of construction drawings prior to approval of drawings necessary for issuance of permits.
- Attends preconstruction and predevelopment meetings with contractors, developers, owners, architects, engineers and Town staff.
- Educates, trains, directs, and provides technical leadership or guidance to both design consultants and Town staff.
- Performs other duties as assigned, including cross training with the Building Official.

Basic Qualifications

- High school diploma or equivalent and ICC Plans Examiner Certification

- Minimum of four (4) years as a building inspector, contractor, or plans examiner that includes one (1) or more years performing commercial or educational plans review, or completion of one (1) year of training to perform advanced commercial examiner tasks.
- Knowledge of and ability to apply applicable standards of the Florida Building Code and Florida Accessibility Code.
- Experience reviewing construction, plumbing, electrical and mechanical plans with related regulations.
- Knowledge of the methods and practices involved in the construction of educational facilities and related standard testing methods.
- Ability to read and interpret complex building drawings and related documents to recognize code violations, solve problems and recommend solutions.
- Ability to communicate accurate and understandable construction design information relating to codes with architects, engineers, contractors, and school district staff.
- Ability to establish and maintain effective working relationships with contractors, builders, Town staff, city and county officials and the general public.

Preferred Qualifications

- State of Florida Commercial Plans Examiner licenses to review all plans associated with new residential and commercial construction and any manner of remodel or retrofit.
- Experience with the electronic plans software; iWorQ permitting software package and digital plan review platforms.
- Knowledge of and ability to interpret Federal Emergency Management Agency (FEMA) and local flood regulations and ordinances.

APPENDIX B – COMPENSATION

Compensation by Owner to Contractor will be as follows:

1. Contractor shall provide the Services as described in Appendix A on an annual lump sum basis.

Year One lump sum price is **\$538,535** (Five Hundred Thirty-Eight Thousand Five Hundred Thirty-Five Dollars). INCORRECT ASSUMPTION FROM B. VOSE

2. The Parties agree that good faith negotiations resulting in mutual agreement on an annual lump sum adjustment is the preferred methodology.
3. In the event Contractor and Owner fail to agree thirty (30) days prior to the annual renewal date of this Agreement, the lump sum compensation amount will be adjusted according to the adjustment formula denoted below:

$$AF = [((ECI) \times .70) + ((CPI) \times .30)] + 1.0$$

AF - Adjustment Formula

CPI = The twelve-month percent change (from June of the prior year to June of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

ECI = The twelve-month percent change (from the second quarter of the prior year to the second quarter in the current year) in the Employment Cost Index for Total Compensation for Civilians Workers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series Id: CIU1010000000000A.

4. Upon each Agreement year renegotiation, Contractor shall continue to invoice Owner at the previous amount until the new Agreement year price is agreed upon or determined by the adjustment formula. Upon written agreement of the Parties as to the new Agreement year price, Contractor shall issue an invoice retroactively adjusting the previous lump sum price.
5. Additional permit reviews or other services provided under this Agreement shall be provided on a Time & Materials basis and invoiced monthly as the services may occur, but only if requested in writing by the Town Manager.

1. **Request:**

Meeting Date: March 17, 2025

Approval of DiBiasi Settlement Agreement related to litigation concerning the Town's placement of stormwater infrastructure on DiBiasi property without an easement.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

TOWN ATTORNEY'S ITEMS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Nancy Stuparich, Town
Attorney

5. **Background:**

At the December 16, 2024 Town Council meeting, the Town Council approved proposed terms of a formal settlement agreement with Mr. DiBiasi regarding litigation that occurred after the Town removed his boat ramp and installed some stormwater infrastructure. One of the terms of the settlement agreement is that Mr. DiBiasi would give the Town an easement to allow its infrastructure to remain in place. Approval is requested of the final settlement agreement in accordance with the terms previously approved by Town Council.

Attachments:

1. PM March 17 2025 Settlement Agreement

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/3/2025
Approved - 3/9/2025
Approved - 3/10/2025
Final Approval - 3/10/2025

Settlement Agreement

LEO J. DIBIASI, TRUSTEE OF THE LEO J. DIBIASI and VALERI J. DIBIASI REVOCABLE LIVING TRUST, dated August 19, 2014 (collectively “Dibiasi”), and the TOWN OF FORT MYERS BEACH, hereby enter into this Settlement Agreement to formalize the agreements reached by the parties as resolution of Case No. 23-CA-005377 filed in the Circuit Court in the 20th Judicial Circuit in and for Lee County, Florida as follows:

1. The undersigned have agreed to settle all claims upon the following terms:

- (a) The Town will pay Dibiasi the total sum of \$85,0000 which includes compensation to Dibiasi and all attorney’s fees and costs (inclusive of expert costs) following recording of the easement further described in Paragraph 1(b) below.
- (b) Dibiasi will grant the Town an easement for the drainage structures and an easement for the pipe which currently runs through the property together with rights to access the easement area. The Town shall be responsible for maintenance of the easement area. Prior to delivery, the easement shall be released from any and all existing encumbrances, unless otherwise accepted by the Town, with the exception of any existing mortgage(s), which will be subordinated to the Town’s easement. The easement will be prepared by Dibiasi and subject to review and approval by the Town’s Attorney. The Town will be

responsible and pay for the cost of a survey identifying the easement area. Dibiasi will pay for and provide the Town with a title report prior to delivery of the easement. Thereafter, the easement shall be presented to the Town Council for acceptance into the Town's records and recorded in the Official Records of Lee County, Florida at the Town's expense.

- (c) The Town will pay the mediator costs. Each party shall pay their own attorney fees.
- (d) Dibiasi will execute a general release of any and all claims against the Town which shall be provided prior to recording of the easement.

2. Upon execution of this Settlement Agreement and the Town's receipt of the general release, the parties shall file a joint dismissal of this lawsuit with prejudice.

3. The parties agree and acknowledge that the foregoing terms of settlement are acceptable and have been approved the Town Council at a public meeting on the 17th day of March, 2025.

Signed, sealed, and delivered in the presence of:

Print Name: _____
Witness

Print Name: _____
Witness

LEO J. DIBIASI, as TRUSTEE OF THE
LEO J. DIBIASI and VALERI J. DIBIASI
REVOCABLE LIVING TRUST, dated
August 19, 2014

Date: _____

TOWN COUNCIL OF FORT MYERS
BEACH, FLORIDA

ATTEST:

BY: _____
Town Clerk

Date: _____

BY: _____
Dan Allers, Mayor

Date: _____

APPROVED AS TO FORM

BY: _____
Town Attorney

