



Fort Myers Beach Town Council

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

Agenda

Tuesday, February 16, 2021

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 AND REPORTS**
- VIII. APPROVAL OF MINUTES**
 - A. Town Council - February 1, 2021
Town Council - February 1, 2021
 - B. Management & Planning Session - February 4, 2021
Management & Planning Session - February 4, 2021
- IX. PRESENTATION**
 - A. Florida Power & Light (FPL)
Presentation by Florida Power & Light (FPL) regarding their roadway lighting plans to address the balance between safety and environmental wildlife protection.
- X. CONSENT AGENDA**
 - A. Disposition of Surplus Items
Declare listed items as surplus and authorize staff to dispose of these items utilizing a municipal government auction service.
 - B. RFP-18-20-PW; Miscellaneous Supplies Renewal #1
Authorize the Town Manager to exercise the first of two renewals in the

Professional Services Agreement for On-going Uniform, Mats and Miscellaneous Janitorial Supplies with UniFirst for one year as allowed in the original contract. This is the first of two annual renewal options.

XI. ADMINISTRATIVE AGENDA

- A. RFQ-20-06-AD: Laguna Shores Channel Dredge Permitting & Design
Approve STA #2 with Hans Wilson & Associates to initiate Permitting & Design for Laguna Shores Channel Dredge in response to RFQ-20-06-AD; allocate and appropriate \$10,000 from the \$18,000 budgeted from Town Council contingency funds and authorize the Town Manager to execute the documents.
- B. WCIND Grant Request
Authorize the Town Manager or his designee to submit a grant application to West Coast Inland Navigational District (WCIND) for Law Enforcement Grant Requests for marine patrol and enforcement.
- C. Community Pool Water Slide Replacement
Authorize the Town Manger to waive the procurement policy and execute an agreement with A OK Playgrounds in the amount of \$98,433 to replace the water slide at the Fort Myers Beach Community Pool. Allocate and appropriate funds necessary for purchase from Capital Budget.
- D. Resolution 21-05, Mitchell & Stark Change Order 1
Authorize the Town Manager to execute the final balancing Change Orders with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.
- E. Resolution 21-06; Mitchell & Stark Change Order 2
Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.
- F. Resolution 21-07; Mitchell & Stark Change Order 1
Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.
- G. Resolution 21-08; Mitchell & Stark Change Order 1
Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.
- H. Resolution 21-09: Phase 4 Joint Outfalls
Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Phase 4 Joint Outfalls ITB-17-24-PW. Phase 4 Joint Outfalls with a decrease in contract amount of \$674,992.72.

Effective date of final Change Order: February 16th, 2021.

- I. Resolution 21-10; Angie Brewer & Associates, LC
Authorize the Town Manager to execute an agreement between The Town of Fort Myers Beach and Angie Brewer & Associates, LC, piggybacking the Collier County Agreement per the Town procurement ordinance. Angie Brewer & Associates, LC. will provide State Loan Funding and related grant management services to include Planning, Application, Administration, Compliance and Program Management Services for the SRF Program or other grant and/or loan funding sources.
- J. Resolution 21-11; North Estero Phase 2, Part 2 SRF Loan Agreement
Authorize the Town Manager to execute loan agreement between SRF and The Town of Fort Myers Beach.
- K. Resolution 21-12; North Estero Phase 2 Part 2 Change Order
Authorize the Town Manager to execute Change Order 1 for Phase 2 Part 2 Water-SW Technical Services During Construction, increasing the cost amount by \$42,144.00 on proposal 240-000-0111 with Angie Brewer & Associates, LC.
- L. Resolution 21-13: Phase 2 Part 1 Water-SW Technical Services
Authorize the Town Manager to execute an agreement for Phase 2 Part 1 Water-SW Technical Services During Construction in the amount of \$126,423.72 on proposal 240-000-0113 with Angie Brewer & Associates, LC.
- M. RFP-21-03-PW; Lighting Consultant
Approve contract with REDD Inc, DBA Town Lighting Engineers for the design-bid-build process in response to RFP-21-03-PW-Lighting Consultant up to the amount of \$185,000; allocate and appropriate funds from Reserves and authorize the Town Manager to execute the contract documents with Town Council's consideration.

XII. FINAL PUBLIC COMMENT

XIII. TOWN MANAGER'S ITEMS

XIV. TOWN ATTORNEY'S ITEMS

- A. COVID-19 Emergency Declarations
- B. Beach Access Bathroom Policy

XV. COUNCILMEMBERS ITEMS AND REPORTS

XVI. ADJOURNMENT

NOTE: THIS MEETING IS TELEVISED LIVE ON COMCAST CHANNEL 98.

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



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



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the Town Clerk's Office.

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



Fort Myers Beach Town Council

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

Minutes

Monday, February 1, 2021

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

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

V. PUBLIC COMMENT

Carol Teddeo commented that the meeting concerning the Big Carlos Pass Bridge was frustrating. She noted questions were not answered and she questioned how the Commissioners could vote in favor of the bridge when so many people were against it.

Tom Duschene agreed with Ms. Teddeo. He did not support the new bridge.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Atterholt read a newspaper article regarding the state budget for water quality projects.

Council Member Veach appreciated the people administering vaccines.

No items from other Members.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS

No items.

VIII. APPROVAL OF MINUTES**A. Joint Session w/BORCAB - January 11, 2021**

On page 3, Council Member Veach stated "half again as much."

Vice Mayor Hosafros moved to approve the amended minutes; second by Council Member Veach.

Motion carried unanimously.

B. Town Council - January 11, 2021

Strike the following sentence on page 4: Vice Mayor Hosafros suggested that someone motion to ban selling fireworks and flaming floating lanterns, or Chinese lanterns at Publix.

Change Publix comment to Public comment on page 4.

Clarification on page 5: After a recess, Vice Mayor Hosafros moved to place the Publix proposed ordinance back on the table.

Vice Mayor Hosafros moved to approve the amended minutes; second by Council Member Veach.

Motion carried unanimously.

C. Town Council - January 19, 2021

Vice Mayor Hosafros moved to approve the minutes; second by Council Member Veach.

Motion carried unanimously.

D. Joint Session w/Committee Chairs - January 21, 202

Chair Goggin noted that lights were about \$1.20 each and 100 lights would be around \$1,000.00.

Vice Mayor Hosafros moved to approve the amended minutes; second by Council Member Veach.

Motion carried unanimously.

E. M & P Session - January 21, 2021

At the end of A., Council Member Veach indicated that bells and lights would be purchased for resale.

Vice Mayor Hosafros moved to approve the amended minutes; second by Council Member Veach.

Motion carried unanimously.

IX. CONSENT AGENDA

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

A. Appointment to BORCAB

Appoint new member to fill the one vacancy on the Bay Oaks Recreational Campus Advisory Board

Vice Mayor Hosafros moved to approve the appointment of Rebecca Guidry; second by Council Member Allers. Motion carried unanimously.

B. SWFL Resiliency Compact

Town Council authorization for voluntary, no cost participation in the proposed Southwest Florida Resiliency Compact

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

Motion carried unanimously.

X. ADMINISTRATIVE AGENDA

A. Resolution 21-02; Harbor Management Plan

Approve Resolution 21-02; Update of the Town's Harbor Management Plan.

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

Motion carried unanimously.

B. Resolution 21-04, FL Boating Improvement Plan

Approve Resolution 21-04, Florida Boating Improvement Program; Adoption of a Resolution from the Town Council of the Town of Fort Myers Beach, Florida authorizing the Town Manager or the Town Manager's designee to apply for and administer a grant from the Florida Boating Improvement Program for funds in the amount of up to \$200,000 for the appropriate 19 mooring ball field expansion; Authorizing the Town Manager or designee to execute related documents providing an effective date.

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

Motion carried unanimously.

C. RFQ-20-26-PW CEI Intersection Improvements

Approve contract with AECOM Technical Services, Inc. for construction inspection services to (RFQ-20-26-PW) CEI Intersection Improvements in the amount of \$75,572.82 and authorize the Town Manager to execute the contract documents upon FDOT contract approval.

Council Member Veach moved to approve the contract; second by Mayor Murphy.

Motion carried unanimously.

D. Envestnet Retirement Solutions (ERS) Pension Plan

Approval of the acquisition of the Towns Pension Plan from Mass Mutual to Envestnet Retirement Solutions (ERS)

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

Motion carried unanimously.

E. Deferred Compensation Plan

Approval of the acquisition of the Towns Deferred Compensation Plan from Mass Mutual to Envestnet Retirement Solutions (ERS)

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

Motion carried unanimously.

F. Nuisance Abatement Board

Discussion on the next step in the implementation of the Nuisance Abatement Board

Town Manager Hernstadt questioned whether the current number of applicants was adequate for consideration.

Vice Mayor Hosafros questioned whether every Member selected someone to apply. She revealed that she chose Jan Fleming. Mayor Murphy did not ask anyone to apply. Vice Mayor Hosafros questioned whether they could move forward.

Town Attorney Herin, Jr. stated that Jane Plummer submitted an application; however, she was already serving on the Local Planning Agency (LPA) and would have to decide which board she preferred to sit on. Another individual participated on an advisory committee, but since the committee did not have substantive powers, it did not fall under case law regarding dual office holding. Discussion was held regarding whether the ordinance stated that each member had to nominate a person and vote on the two extra people.

Council Members Allers and Atterholt felt the list of people was a good group who expressed interest and took the time to apply. Council Member Atterholt stated that he selected Dawn Thomas and some applied purposely in case a Council Member did not select someone.

Town Attorney Herin, Jr. read the ordinance that stated each Council Member shall appoint one member and two members shall be appointed at large collectively by the Town Council. Council Member Atterholt questioned whether they could proceed if one Council Member did not select a person.

Town Attorney Herin, Jr. replied affirmatively. Council Member Atterholt and Vice Mayor Hosafros agreed that Jane Plummer would probably not give up her LPA seat. Council Member Veach stated that he did not recruit anyone, but he would choose Anita Cereceda. Council Member Allers picked Tre Gillette. Mayor Murphy indicated he would like a couple more selections.

Town Attorney Herin, Jr. noted that they could vote today and Mayor Murphy could add an appointment later. Vice Mayor Hosafros suggested they vote on the two remaining open spots.

Vice Mayor Hosafros moved to proceed with an election of the two at large members from the three remaining candidates Charles Meador, Monica Schmucker and Karen Woodson; second by Council Member Atterholt. Motion carried unanimously.

After a voice vote, Monica Schmucker and Charles Meador were chosen. Ms. Schmucker was designated Chair.

NAB members are: Anita Cereceda, Jan Fleming, Tre Gillette, Dawn Thomas, Charles Meador and Monica Schmucker.

G. Arch Location

Town Council recommendations to Lee County of two locations for a scaled down, single arch replica of the original arches previously located on San Carlos Island.

Council Member Atterholt commented that Lee County Commissioners requested that Town Council support the two locations for the arch as described on the blue sheet.

Vice Mayor Hosafros moved to recommend the two locations but were open to other possibilities if those two were not appropriate; second by Council Member Atterholt.

Town Manager Hernstadt questioned whether Council wanted to send a letter to Commissioner Sandelli or the County Manager with a copy to the Commissioner. Council Members agreed to send a letter to Commissioner Sandelli with copies to Commissioners and the County Manager.

Motion carried unanimously.

XI. FINAL PUBLIC COMMENT

Carol Teddeo commented on ongoing construction with the new bridge. She questioned whether work was going to be done on Matanzas Bridge. She wished the Commissioners would listen to residents who did not want the high bridge.

XII. TOWN MANAGER'S ITEMS

Town Manager Hernstadt stated that the County was working on a utility assistance program for financially challenged people due to COVID-19. The County questioned whether the Town was interested in running the program or preferred that the County administer it. Town Manager Hernstadt suggested that they allow the County to run the program on the Town's behalf. Council Members agreed.

Town Manager Hernstadt noted a follow-up discussion would be held soon regarding a turtle-friendly lighting product for rental properties on the beach. Vice Mayor Hosafros questioned whether a test program with the company's product at a location of their choosing would be feasible. She noted that they would not cite them while trying out the lights for a season. Town Manager Hernstadt replied that he would bring up the idea at the discussion and report back.

XIII. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. noted that the Town's mask mandate was found constitutional by the 4th District Court of Appeal. He stated that the language would be included in the proposed Emergency Order 8.

He addressed the dune walkover dispute and the Bert Harris Claim. He indicated that the property owners' counter-offer would be evaluated and he would follow up with Council Members individually. He stated that conversations between the property owners and Council Members were permissible. If they preferred not to receive communications, he would contact their attorney and suggest that all correspondence be forwarded to him.

Council Member Atterholt questioned whether panhandling was illegal on Fort Myers Beach. Town Attorney Herin, Jr. replied that aggressive panhandling was illegal.

XIV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Allers mentioned comments from constituents concerning how they were treated in Town Hall.

Council Member Veach described Sanibel's fertilizer ordinance and he requested permission to direct MRTF (Marine Resources Task Force) to look into their program. He received support.

Mayor Murphy discussed the dune walkover case. Vice Mayor Hosafros did not think it was appropriate to discuss negotiations because they were in a lawsuit. Town Attorney Herin, Jr. suggested that they wait to discuss the issue until after his scheduled phone call with outside counsel and after contacting the FDEP (Florida Department of Environmental Protection).

Mayor Murphy stated that they spent over \$500,000.00 already and there was a possibility that the Town would lose the critical wildlife area if they were successful with their quiet title suit. He suggested they ask the other side if they were willing to drop the quiet title suit. Town Attorney Herin, Jr. agreed to present the question.

A. Big Carlos Pass Bridge

Big Carlos Pass Bridge discussion regarding a joint effort with the City of Bonita Springs

Mayor Murphy stated that he attended the recent bridge meeting to gain more support to oppose the design. He commented that after their brief discussion at the M&P, Bonita Springs thought they were not interested in supporting their opposition to the bridge. He questioned the cost analysis provided by the County and whether the numbers were real. He questioned whether Council was interested in endorsing the City of Bonita Springs preference for a lower bridge.

Council Member Allers attended the meeting and felt the decision was already made. He thought that the previous Council did send a letter of support to Bonita Springs. He noted he would support Town Council's decision, but he did not feel that a letter would make a difference. Mayor Murphy noted that the previous Council did send a letter to Bonita Springs, but he felt that a joint letter from two Councils would be considered.

Council Member Veach attended the meeting and agreed that it seemed the

decision was made. He noted that they bent over backward to minimize the effect on the Fort Myers Beach side. He noted a retired civil engineer friend thought the numbers were realistic. He cited the benefits of having a taller bridge. He did not see the benefit of going against the County Commissioners.

Council Member Atterholt watched the meeting live. He did not think he could support the option of repairing the existing bridge for 20 years. He described the difficulty of walking or riding a bicycle on the existing bridge. He would support a lower bridge with the amenities of the new bridge. Mayor Murphy replied that he brought up that option, but at some point, the two lower bridge options were eliminated. He noted that a fixed lower bridge was never discussed.

Vice Mayor Hosafros noted that because the bridge was part of the Intercoastal Waterway, it had to be accessible for higher boats. She was not in favor of a joint effort with the City of Bonita Springs.

Mayor Murphy commented that since there was no support, he would make the necessary calls to Bonita Springs. He encouraged people to keep opposing the bridge if there were so inclined.

XV. ADJOURNMENT

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

The meeting was adjourned at 10:24 a.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Thursday, February 4, 2021

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Times Square and Bayside Park update

Presentation by DRMP Inc. of the design status for Times Square and Bayside Park.

Town Manager Hernstadt noted that all emails received were forwarded to DRMP for consideration.

Paul Benvie, Project Manager with DRMP, utilized slides for his presentation. He displayed versions of the sail in Times Square and pergolas. He described how algorithms were used to control the shades in the pergolas.

White LED uplights were shown in an evening photo with turtle-friendly lights available during turtle season. He stated the material used for the ground surface was the same product used on Old San Carlos. Mr. Benvie described the drainage system.

Public Works Director Chelsea O'Riley stated that the mobile FMB selfie sign could be stored onsite or at Town Hall. Mr. Benvie indicated they were able to start construction this summer and he mentioned that they were coordinating with the other island construction projects. Town Manager Hernstadt noted that they would request a price hold for a year while the Town investigated grant opportunities. He commented that every project had tentative schedules. He thought the signal at Old San Carlos would be done before other projects, but they had to avoid the window when TPI brought in steel

and concrete.

Mayor Murphy agreed with the timeline and noted that the merchant's request to delay the project dovetailed with the Town's plans. Consensus was reached to move forward.

Mr. Benvie described the modified Bayside Park design. The lack of shade trees was discussed. Mr. Benvie responded that trees could be added and explained that they provided shade sails in lieu of trees. Discussion was held regarding the placement of a veteran tribute. Town Manager Hernstadt suggested they add no less than four shade trees. Mr. Benvie replied that they would add gumbo limbo trees.

Mr. Benvie discussed the stage design and noted it was a smaller version of the stage in Times Square. He stated the material in front of the stage would be artificial turf. He explained how colored lights in the shade sails worked. Town Manager Hernstadt described the area along the shoreline.

Mr. Benvie stated they would be ready to start construction this summer. He will add shade trees to the design and circulate the plan for approval. He thought the project would take about four months to complete. Town Manager Hernstadt indicated they could research the pros and cons of artificial turf versus grass.

B. Review of Laguna Shores Channel Dredge STA #002

Review of Laguna Shores Channel Dredge STA #002

Town Manager Hernstadt stated that vessels were unable to navigate the channel. He reviewed the background of the project as laid out in the blue sheet. Council Member Veach expressed concern regarding the cost. Town Manager Hernstadt replied that it was an engineer's estimate and it would have to be bid it out for the real cost. Former Council Member Bruce Butcher provided a brief history of dredging in Laguna Shores. In 2005 and 2008, residents agreed to pay 60% and the Town 40%. He noted the lagoon was a natural waterway and used by many entities. He read letters from Mayor Kiker and Bill Nelson in 2009 regarding a second dredging because the new channel was compromised after three to four months. The original dredging cost each homeowner \$1,800. In 2012, a second dredging was done in another location and was paid for by the West Coast Inland Navigational District (WCIND). Now it was an established channel with channel markers. He wondered whether they would pay for the dredging again. The Town did not renew a 2016 maintenance agreement with an engineer to survey the channel every two years. Mr. Butcher stated that dredging the canal was a public benefit. He questioned how much it would cost to fix the problem and have continued maintenance. He agreed the estimate was high and suggested moving forward with the permit. Vice Mayor Hosafros favored another 60-40 agreement if they could not get funding as long as they obtained authorization to participate from the homeowner's association. Town Manager Hernstadt questioned whether they wanted to spend \$10,000.00 to move forward. He described details of the financing packet and contract award.

Council Member Atterholt supported a cost-sharing arrangement with the neighborhood and questioned whether the sand could be used for beach renourishment on the south end of the Island. Town Manager Hernstadt thought the sand would not be beach quality and would probably be used for fill elsewhere. Consensus was reached to move forward. Town Manager Hernstadt stated he would add permitting, plans and specifications to their next agenda.

C. Beach Renourishment Project

Review Beach Renourishment Project Scope

Environmental Project Manager Chadd Chustz reviewed the current scope as noted in the packet. Permitting the entire six miles would give the Town the latitude to more readily put sand in those areas. State funding was not a guarantee, but increasing the project's scope gave the Town higher ranking points for funding. They received \$300,000.00 from TDC for permitting and design for the current scope. Project Manager Chustz stated they would hear from the state in March 2021 regarding a 50% cost-sharing bid. Consensus was reached to move forward.

D. Annual Special Event Pass

Annual On-site Special Event Permit for Non-profits properties in excess of 1.2+ acres (\$1,200.00/year)

Town Manager Hernstadt discussed streamlining the special events with an annual permit. Council Member Atterholt questioned whether they could reduce the cost since they were non-profit organizations and benefited the community. Town Manager Hernstadt suggested \$1200.00 for the first event and subsequently charging \$600.00. He stated that the Town did not make money on the events. Consensus was reached to move forward.

IV. AGENDA MANAGEMENT

A.

Agenda Management

No action.

V. ADJOURNMENT

Council Member Veach moved to adjourn; second by Vice Mayor Hosafros. Meeting adjourned at 11:00 a.m.

1. **Requested Motion:**

Meeting Date: February 16, 2021

Presentation by Florida Power & Light (FPL) regarding their roadway lighting plans to address the balance between safety and environmental wildlife protection.

Why the action is necessary:

Provides an update on FPL's efforts regarding environmentally sensitive roadway safety lighting.

What the action accomplishes:

Provides Town Council an update regarding FPL's plans regarding roadway safety lighting in an environmentally sensitive area.

2. **Agenda:**

PRESENTATION

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Attachments:

Financial Impact:

6. **Alternative Action**

None.

7. **Management Recommendations:**

8. **Recommended Approval:**

Chelsea O'Riley, Public Works Director
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/2/2021
Approved - 2/2/2021
Approved - 2/3/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

1. **Requested Motion:**

Meeting Date: February 16, 2021

Declare listed items as surplus and authorize staff to dispose of these items utilizing a municipal government auction service.

Why the action is necessary:

Following policy for declaring items for surplus auction.

What the action accomplishes:

Items identified for surplus auction; efforts to achieve some revenue for item.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Town surplus items to be placed for auction. Assets are considered salvage when they are no longer operable and the cost to repair is more than the item is worth. Assets are obsolete when they are no longer being used even if operable because they are outmoded in style or design and replaced by newer technology.

From time to time a department or division will identify Town owned property that is classified as salvage or obsolete. If other departments can find a use for any items in storage, the items can be reassigned. The governing body is required to declare these items surplus and authorize staff to sell them to the highest bidder. Any items that have no buyers will be destroyed.

Proceeds from the sales will be recorded as miscellaneous revenue. Town staff will be utilizing Royal Auction Group off of Alico Road, and items not sold at auction will be placed online at www.Govdeals.com.

Attachments:

1. Exhibit A- Surplus List

Financial Impact:

6. **Alternative Action**

Do not approve.

7. **Management Recommendations:**

8. **Recommended Approval:**

Randy Paniaqua, Administrative Officer
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/8/2021
Approved - 2/8/2021
Approved - 2/8/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

Exhibit A: Auction Items by Department - Electronic Items need serial number attached.

Public Works:

Kubota TFB18029 - serial number: A5KB2FDBKJG050094 – 2018 RTVX 900 Kubota

Office Star Products – Office Chair

Utilities Dept:

(4) Stackable letter trays

(2) Magazine holders

Metal file stacking sorter

(2) Hanging file organizers

Workstation Letter Size Desk Tray Organizer

Portable all-in-one filing container

Clerk's Dept:

HP Officejet Pro 6830 – serial number: TH54K6219N

I.T. Dept:

Gateway FPD1730 LCD Monitor – serial number: not available

Dell desktop monitor – serial number: CN-0HX948-64180-82E-5HEL Rev A01

Fellowes Office Suites Under desk Keyboard Drawer

1. Requested Motion:

Meeting Date: February 16, 2021

Authorize the Town Manager to exercise the first of two renewals in the Professional Services Agreement for On-going Uniform, Mats and Miscellaneous Janitorial Supplies with UniFirst for one year as allowed in the original contract. This is the first of two annual renewal options.

Why the action is necessary:

Provides miscellaneous supplies to the Town for one more year with the option for one more one-year renewal.

What the action accomplishes:

Saves time and money, allowing the Town to avoid the long and extensive bidding process to acquire new firms.

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The Town of Fort Myers Beach current contract for Uniforms, Mats and Janitorial Supplies expires in June 2018.

The Town published a Request for Proposals (RFP) for Uniforms, Mats and Miscellaneous Janitorial Supplies (RFP-18-20-PW) on December 20, 2017, with all submissions due by 2:00 pm, January 29, 2018. Applicants had the option to choose any or all of the categories of the bid (uniforms, mats, janitorial supplies.)

We received proposals from three firms: Pride Enterprises, Cintas and Unifirst. Cintas did not submit a sealed bid and the bid was rejected. Pride Enterprises submitted for the Miscellaneous Janitorial Supplies only. Unifirst submitted for all 3 categories.

A Selection Advisory Committee, consisting of the Parks and Recreation Director, Public Works Manager and Cultural Resources Director, voted and recommended to the Town Manager to negotiate a contract with UniFirst for their services.

Per the existing contract, the Town has the option to renew for one more year with the option for one more one-year renewal.

Attachments:

1. Unifirst Renewal #1 TFMB Partially Executed

Financial Impact:

6. Alternative Action

Not approve the renewal and re-bid the RFQ

7. Management Recommendations:

Approve the Professional Services Agreement Renewal.

8. Recommended Approval:

Randy Paniaqua, Administrative Officer
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/8/2021
Approved - 2/8/2021
Approved - 2/8/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

SERVICE PROVIDER AGREEMENT RENEWAL

The undersigned parties to that certain Service Provider Agreement entered into between the TOWN OF FORT MYERS BEACH and **Unifirst Corporation** dated March 12, 2018 hereby agree to renew the Agreement on the same terms and conditions for a period of one year, commencing on March 12th, 2021 and expiring on March 11th, 2022. Those terms and conditions are reflected in the prior agreement that is attached hereto and incorporated herein by reference as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Ser Renewal on the dates set forth below.

TOWN OF FORT MYERS BEACH

UNIFIRST CORPORATION

By: _____
Roger T. Hernstadt, Town Manager

By: 

Title: LOCATION MANAGER

DATE: _____

DATE: 2-4-21

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

EXHIBIT A

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this 12th day of March, 2018, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and Unifirst Corporation with an address of 2839 Lafayette Street (PO Box 101) Fort Myers, FL 33902-0101 (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 shall be for three (3) years with an additional two one (1) year terms available, commencing on March 12, 2018 and terminating on March 11, 2021.
3. Payment Obligation. The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. Provider's Obligations. The Provider's obligations include, but are not limited to, the following:
 - a) Licensure. The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.

- c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
 - d) Indemnity and Hold Harmless. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement..
 - e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.

6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.
7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C";
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

**THE PUBLIC RECORDS AT (239) 765-0202,
MICHELLE@FMBGOV.COM , 2525 ESTERO BOULEVARD, FORT
MYERS BEACH, FLORIDA 33931.**

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. Miscellaneous Provisions.
 - a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
 - b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
 - d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
 - e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

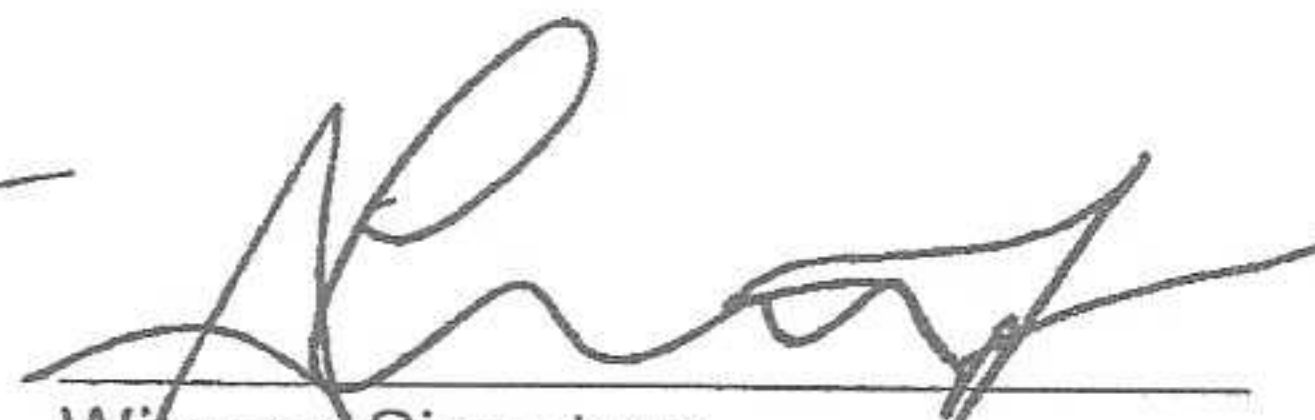


BY: 
Roger Hernstadt, TOWN MANAGER

BY: 
Michelle Mayher, TOWN CLERK

PROVIDER: UNIFIRST CORPORATION

BY: 
Signature


Witness Signature

Ed Miltko
Printed name of person signing

Adam Linger
Printed name of witness

Location Manager
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 12th day of March, 2018
BETWEEN THE TOWN AND Unifirst Corporation, PROVIDER.

1. SCOPE OF SERVICES: The Provider will perform the following services under this Agreement:

attached

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 12th DAY OF March 2018
BETWEEN THE TOWN AND Unifirst Corporation, PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":
2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:
none

EXHIBIT "C"

INSURANCE

- 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.

Town of
**FORT MYERS BEACH
FLORIDA**

Item #	Category / Description	Proposed Mfr. & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Cost Subject to Proration (each)
Category "B" - Miscellaneous - Janitorial Items - Soap /					
BLANK			Unit of Measure	Yield (Ready-to-Use)	Usage Only
3.20	Hair / Body Soap (Spa Bath- Body - 6 per case)	Unifirst 1912	washes per case	3,196 washes per case	\$36.36
3.21	Hair / Body Dispenser	Unifirst 1909	no	no	\$10.02
3.22	Luxury Foam - Hair & Body Wash - (1250ml - 3 per case)	Unifirst 1964	washes per case	5,358 washes per case	\$51.12
3.23	Luxury Body Wash 1250ml Dispenser	Unifirst 1943	no	no	\$10.02
3.24	Hard Floor Cleaner/Degreaser - (#70 Tough Green)	Unifirst 99TD	Gallons	68.2 RTU Gal	\$21.13
3.25	Glass / Surface Cleaner - (#2 Multi-Shine)	Unifirst 99TB	Gallons	21.7 RTU Gal	\$24.78
3.26	Disinfectant Cleaner - (#256 Century Q One Step Disinfectant)	Unifirst 99TE	Gallons	135.9 RTU Gal	\$32.26
3.27	Hard Surface Cleaner (#4 Foamy Mac)	Unifirst 99TC	Gallons	9 RTU Gal	\$28.86
3.28	First Aid Kit, Wall-Mounted	Unifirst	n/a	n/a	

Submitted By:

Ed Milivo
Location Manager



1/29/2018

UniFirst **U1st**





Page # #1		1/29/2018	Full Service	Lease	Purchase	Replacement
Item #	Category / Description	Proposed Qty. & Size	Weekly Rate (Per Garment (each))	Weekly Rate (Per Garment (each))	(each)	Cost Subject to Proportion (each)
Category "T.A" - Uniform Garments / Shirts						
A.1	Shirt - Men's/Women's Executive 65/35	Park Street 0111/0112	\$ 0.151	\$ 0.151	\$15.99	\$12.30
A.2	Shirt - Men's/Women's Industrial Blend Short Sleeve 65/35	Unifirst 0202/0436	\$ 0.115	\$ 0.115	\$13.59	\$9.03
A.3	Shirt - Men's/Women's Industrial Blend Long Sleeve 65/35	Unifirst 0102/0335	\$ 0.140	\$ 0.140	\$14.59	\$10.01
A.4	Shirt - Men's/Women's Industrial 100% Cotton Short Sleeve	Unifirst 0201/054Y	\$ 0.162	\$ 0.162	\$15.19	\$13.09
A.5	Shirt - Men's/Women's Industrial 100% Cotton Long Sleeve	Unifirst 0101/054X	\$ 0.173	\$ 0.173	\$15.99	\$14.03
A.6	Shirt - Industrial Blend, Striped, Short Sleeve - Standard Colors 65/35	Unifirst 0414	\$ 0.140	\$ 0.140	\$14.59	\$12.03
A.7	Shirt, SS, MicroCheck, 65/35	Unifirst 04LM	\$ 0.195	\$ 0.195	\$12.62	\$11.49
A.8	Shirt, SS, Excess Stripe 66/35	Unifirst 0446	\$ 0.140	\$ 0.140	\$15.99	\$12.30
A.9	Shirt, LS, Excess Stripe 65/35	Unifirst 0348	\$ 0.160	\$ 0.160	\$16.99	\$13.20
A.10	Shirt, Poly/Cotton Micro- Check, Jac, 65/35	Unifirst 15LM	\$ 0.242	\$ 0.242	\$18.29	\$16.88
A.11	Shirt, LS, 65/35 Poly/Cotton, Micro-Check	Unifirst 09LM	\$ 0.242	\$ 0.242	\$15.65	\$14.27



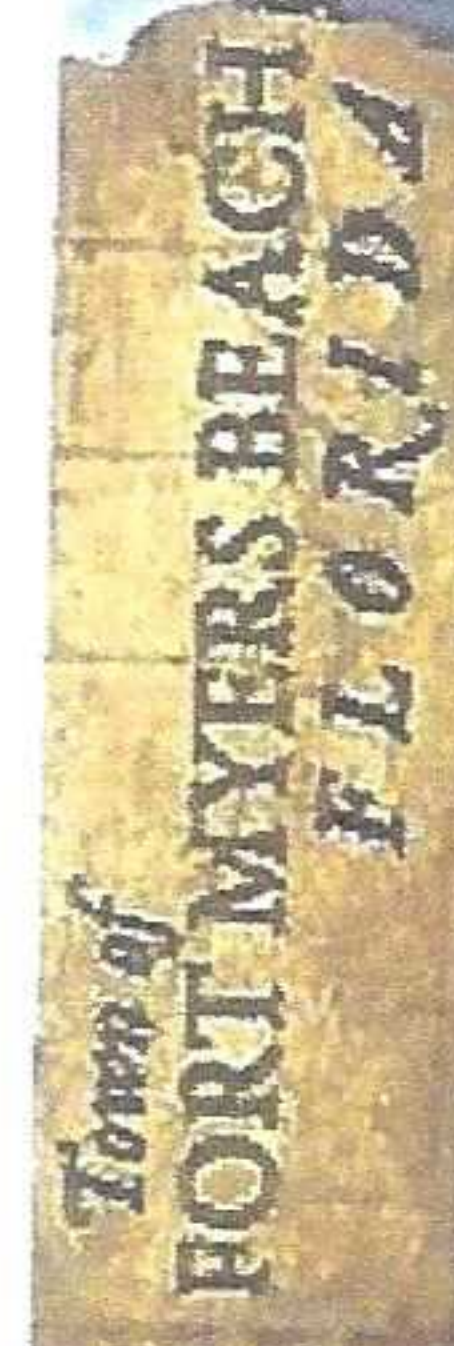
Page #2		1/29/2018		Full Service		Lease		Purchase		Replacement	
Item #	Category / Description	Proposed Mfr. & Style	Weekly Rate Per Garment (each)		Weekly Rate Per Garment (each)		(each)		Cost Subject to Proration (each)		
Category "1.B" - Uniform Garments / Pants											
B.1	Trouser - Men's Industrial, Regular Fit	Unifirst 1002	\$	0.170	\$	0.170	\$	917.99	\$18.59		
B.2	Trouser - Men's Industrial, Jean Cut	Unifirst 1060	\$	0.170	\$	0.170	\$	917.99	\$18.59		
B.3	Trouser - Men's Denim, Regular Fit	Unifirst 1091	\$	0.191	\$	0.191	\$	917.59	\$18.49		
B.4	Trouser - Men's Denim, Relaxed Fit	Unifirst 10HD	\$	0.233	\$	0.233	\$	920.24	\$18.28		
B.5	Trouser, Work 100% Cotton	Unifirst 1001	\$	0.233	\$	0.233	\$	920.24	\$18.28		
B.6	Trouser, Cargo, Men's	Unifirst 1041	\$	0.240	\$	0.240	\$	921.01	\$18.55		
B.7	Trouser, 65/35 Poly/Cotton Twill, Flexwaist	Unifirst 1138	\$	0.170	\$	0.170	\$	917.99	\$18.59		
B.8	Trousers, Women's blend/pleated	Unifirst 1113	\$	0.234	\$	0.234	\$	920.79	\$18.28		
B.9	Trouser, Women's Knit	Unifirst 1167	\$	0.180	\$	0.180	\$	918.99	\$18.59		
B.10	Trouser, Women's Denim, Regular Fit	Unifirst 1092	\$	0.270	\$	0.270	\$	923.56	\$21.09		
B.11	Trouser, Cargo, Women's	1044	\$	0.270	\$	0.270	\$	923.56	\$21.09		



Page #3		1/29/2018		Full Service		Lease		Purchase		Replacement	
Item #	Category / Description	Proposed Mfr. & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Cost Subject to Proration (each)					
Category "I,B" - Uniform Garments / Pants & Shorts											
B.12	Shorts - Men's Industrial Blend	Unifirst 1034	\$ 0.153	\$ 0.153	\$ 0.153	\$14.38		\$11.47			
B.13	Shorts - Men's Cargo Blend	Unifirst 1271	\$ 0.210	\$ 0.210	\$ 0.210	\$19.32		\$15.60			
B.14	Shorts - Men's Industrial 100% Cotton	PC 42 Red Kap	\$ 0.220	\$ 0.220	\$ 0.220	\$18.79		\$16.22			
B.15	Shorts - Men's Cargo - 100% Cotton	PC 66 Red Kap	\$ 0.220	\$ 0.220	\$ 0.220	\$21.96		\$18.31			
B.16	Shorts - Men's Denim, Regular Fit	12AF Berne	\$ 0.1539	\$ 0.1539	\$ 0.1539	\$14.96		\$12.47			
B.17	Shorts - Men's Denim, Relaxed Fit	12AF Berne	\$ 0.1539	\$ 0.1539	\$ 0.1539	\$14.96		\$12.47			
B.18	Shorts - Women's Cargo, 100% Cotton	PC27 Red Kap	\$ 0.226	\$ 0.226	\$ 0.226	\$21.96		\$18.31			
B.19	Shorts - Women's Denim, Regular Fit	12AFW Berne	\$ 0.1539	\$ 0.1539	\$ 0.1539	\$14.96		\$12.47			
B.20	Shorts - Women's Denim, Relaxed Fit	12AFW Berne	\$ 0.1539	\$ 0.1539	\$ 0.1539	\$14.96		\$12.47			
B.21	Trouser, 65/35 Poly/Cotton Twill, Flexwaist	Unifirst 1088	\$ 0.26	\$ 0.26	\$ 0.26	\$12.75		\$11.51			
B.22	Wrangler, Relax Fit Jeans	1144 Unifirst	\$ 0.32	\$ 0.32	\$ 0.32	\$21.18		\$19.06			
B.23	Wrangler, Regular Fit Jeans	1150 Unifirst	\$ 0.32	\$ 0.32	\$ 0.32	\$21.18		\$19.06			
B.24	Pants, 65/35	100213	\$ 0.17	\$ 0.17	\$ 0.17	\$17.99		\$16.19			
B.25	Men's, Pleated Pants, Poly/Cotton Softwll	1122 Unifirst	\$ 0.234	\$ 0.234	\$ 0.234	\$19.54		\$17.36			



Page # 4		1/29/2018	Full Service	Lease	Purchase	Replacement
Item #	Category / Description	Proposed Mfr. & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	(each)	Cost Subject to Proration (each)
Category "1.C" - Uniform Garments / Coveralls and Jackets						
C.1	Coveralls, Blend, Short Sleeve	Unifirst 4922	\$ 0.36	\$ 0.36	\$27.19	\$23.97
C.2	Coveralls, Blend, Long Sleeve	Unifirst 3882	\$ 0.40	\$ 0.40	\$28.19	\$24.97
C.3	Coveralls, 100% Cotton, Short Sleeve	3001 Red Kap	\$ 0.42	\$ 0.42	\$32.19	\$27.48
C.4	Coveralls, 100% Cotton, Long Sleeve	Unifirst 3001	\$ 0.42	\$ 0.42	\$32.19	\$27.48
C.5	Lab Coat	Unifirst 25CL	\$ 0.15	\$ 0.15	\$15.99	\$11.31
C.6	Jacket, like Style	Unifirst 1587	\$ 0.35	\$ 0.35	\$26.09	\$24.55
C.7	Wrangler, Workwear Jacket	Unifirst 15WW	\$ 0.645	\$ 0.645	\$41.16	\$38.73
C.8	Thres - Season Jacket	Unifirst 1586	\$ 0.536	\$ 0.536	\$35.35	\$30.09
Category "2" - Workplace Equipment - Mats / Towels						
2.1	Floor Mats 3x10 - Black	Unifirst 76AS	\$ 3.50	n/a	\$55.09	\$73.45
2.2	Floor Mats 4x6 - Black	Unifirst 76AR	\$ 2.45	n/a	\$61.01	\$51.21
2.3	Scraper Mat 4x6 - Black	Unifirst 5389	\$ 2.45	n/a	\$61.01	\$51.21
2.4	Shop Towels - 16x16 Terry Cloth	Unifirst 5021	\$ 0.06	n/a	\$0.20	3% of Total Inventory (320) @ \$0.20



Page # 5		1/29/2018		Full Service		Lease		Purchase		Replacement	
Item #	Category / Description	Proposed Air & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	(each)	(each)	Cost Subject to Proration (each)	Proration (each)
Category "2" - Workplace Equipment - Dust & Wet Mops											
2.5	36" Dust Mop	Unifirst 8787	\$	0.76	nc	nc	nc	\$12.05	nc	\$11.14	nc
2.6	36" Dust Mop	Unifirst 8802	\$	1.02	nc	nc	nc	\$12.05	nc	\$11.14	nc
2.7	60" Dust Mop	Unifirst 8800	\$	1.27	nc	nc	nc	\$12.05	nc	\$11.14	nc
2.8	Wet Mop Large Red Band	Unifirst 8716	\$	0.73	nc	nc	nc	\$8.50	nc	\$7.65	nc
2.9	Handle Mop Brush	Unifirst 8431	nc	nc	nc	nc	nc	\$7.50	nc	\$6.79	nc
2.10	Handle Mop Wet	Unifirst 8435	nc	nc	nc	nc	nc	\$7.50	nc	\$6.79	nc
Category "3" - Miscellaneous - Janitorial Items - Air / Urinal / Paper											
3.1	Air (Dispenser)	Unifirst 8787	nc	nc	nc	nc	nc	\$12.15	nc	\$10.98	nc
3.2	Air Freshener, MicroBurst (Direct Sale - 4 per case)	Unifirst 8802	\$	1.07	Yes	\$33.84	nc	\$8.48	nc	\$7.69	nc
3.3	Urinal Screens (Direct Sale - 36 per case)	Unifirst 998T	\$	2.06	Yes	\$74.16	nc	\$61.01	nc	\$51.21	nc
BLANK											
3.4	Center Pull Paper Towel (6 Rolls / case)	Unifirst 6249	Per Towel	Per Towel	Yield (Ready-to-Use)	3,450 Towels per case	nc	\$37.50	nc	\$6.30 per roll	nc
3.5	Center Pull Dispenser	Unifirst 6298	n/a	n/a	n/a	n/a	nc	nc	nc	\$10.02	nc
3.6	TorkMatc Paper Towel (Natural, 6 Rolls / case)	Unifirst 6234	Per Towel	Per Towel	Yield (Ready-to-Use)	5,304 Towels Per case	nc	\$42.66	nc	\$7.11 per roll	nc
3.7	TorkMatc Dispenser	Unifirst 6231	nc	nc	nc	nc	nc	nc	nc	\$10.02	nc
3.8	Toilet Seat Covers 20/250 - Case	Unifirst 99F1	Sheet	Sheet	5,000 Case	5,000 Case	nc	\$61.20	nc	\$3.06 per Pack	nc

Page # 6

1/29/2018

Full Service

Lease

Purchase

Replacement

Item #	Category / Description	Proposed Mr. & Style	Weekly Rate (Per Garment (each))	Weekly Rate (Per Garment (each))	(each)	Cost Subject to Proration (each)
Category "3" - Miscellaneous - Janitorial Items - Paper / Soap						
BLANK			Unit of Measure	Yield (Ready-to-Use)		Lease Only
3.9	JNY Toilet Paper (8 Rolls per case - 1,600ft per roll)	Unifirst 6225	Per Foot	9,600ft per case	\$37.44	\$6.24 per roll
3.10	JNY Dispenser	Unifirst 6251	nc	nc	nc	\$10.02
3.11	MiniTwin Toilet Paper (12 Rolls per case - 751ft per roll)	Unifirst 6221	Per Foot	9,012ft per case	\$35.04	\$2.92 per roll
3.12	MiniTwin Dispenser	Unifirst 6210	nc	nc	nc	\$10.02
3.13	Moisturizing Hand Soap (Pink n' Clean 800ml - Case of 6)	Unifirst 1914	washes per case	3,198 washes per case	\$16.32	\$2.72 per box
3.14	Moisturizing Hand Soap Dispenser	Unifirst 1909	nc	nc	nc	\$10.02
3.15	Luxury Foam Soap (1250ml - 3 per case)	Unifirst 1930	washes per case	5,358 washes per case	\$42.00	\$14.00 per container
3.16	Luxury Foam Soap Dispenser	Unifirst 1943	nc	nc	nc	\$10.02
3.17	Antibacterial - Hand Soap (Microell 800ml - 6 per case)	Unifirst 1918	washes per case	3,198 washes per case	\$27.30	\$4.58 per box
3.18	Antibacterial - Microell 800ml Dispenser	Unifirst 1909	nc	nc	nc	\$10.02
3.19	Antibacterial - Hand Soap (Luxury Foam 1250ml - 3 per case)	Unifirst 1961	washes per case	5,358 washes per case	\$50.16	\$10.72 per container
3.20	Antibacterial - Luxury 1250ml Dispenser	Unifirst 1943	nc	nc	nc	\$10.02

1. Requested Motion:

Meeting Date: February 16, 2021

Approve STA #2 with Hans Wilson & Associates to initiate Permitting & Design for Laguna Shores Channel Dredge in response to RFQ-20-06-AD; allocate and appropriate \$10,000 from the \$18,000 budgeted from Town Council contingency funds and authorize the Town Manager to execute the documents.

Why the action is necessary:

Infill into channel is inhibiting boating access to residents and visitors in and around Buccaneer Lagoon. State and Federal authorization from FDEP and USACE is required for dredge activities in submerged State Lands, Aquatic Preserve, and Waters of the United States.

What the action accomplishes:

Authorizes engineering services for the permitting and design of Laguna Shores Channel Dredge Project.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

5. Background:

Recent bathymetric survey of Laguna Shores Channel observed significant infill along the entire length of the channel limiting boating access. It was estimated (N.B. pre- Storm Eta) that approximately 5,500 cubic yards of material is required to be removed in order to restore the channel to the original design template of -7' MLW. Project history attached.

Attachments:

1. Fmb10Sta2HwaExeToCChustz1-26-21
2. Construction Cost Estimate
3. Engineering Services Cost Estimate Summary
4. Engineering Proposal
5. Fmb3Recap2-11-20
6. WCIND Funding Email and Attachment

Financial Impact:

Permitting & Design Engineering Services \$10,000 NTE

Future:

Construction Phase Engineering Services \$12,850 NTE

Dredge Construction Cost Estimate \$130/cy to \$206/cy (\$700,000 to \$1,200,000) depending on method (see Construction Costs Estimate attached)

Monitoring Phase Engineering Services \$11,000

6. Alternative Action

Postpone the permitting and design of Laguna Shores Channel Dredge.

7. Management Recommendations:

Town Council to set a financial policy regarding the cost of the dredge project prior to commencement. The previous Laguna Shores Channel Dredge project was funded by an

assessment to Benefitting Properties by the Town (Resolution 08-44). Town Council to appropriate budget and authorize the Town Manager to execute the attached Task Order.

8. **Recommended Approval:**

Chadd Chustz, Environmental Project Manager
Daphnie Bercher, Community Services Administrator
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/8/2021
Approved - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: 002

CONTRACT/PROJECT NAME: Laguna Shores Channel Dredge

CONSULTANT: Hans Wilson & Associates, Inc.

PROJECT NO.: _____

SOLICIT NO.: RFQ-20-06-AD

CONTRACT NO.: _____

REQUESTED BY: Chadd Chustz, Env Project Mgr

DATE OF REQUEST: January 22, 2021

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: January 22, 2021

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: January 22, 2021

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: January 22, 2021

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: January 22, 2021

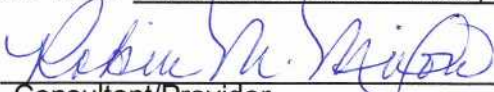
It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED: Hans Wilson & Associates, Inc

By:  1/26/21
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

Cost of STA: \$10,000

Date: January 22, 2021

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES
Laguna Shores Channel Dredge – January 2021

Overview

STA NO. 2: Laguna Shores Channel Dredge

The following services will be provided by Hans Wilson & Associates, Inc.:

Environmental Consulting and Marine Engineering services in conjunction with restoration of the Laguna Shores Access Channel connecting Buccaneer Lagoon to Big Carlos Pass located at the east end of Estero Island, Section 3, Township 47 South, Range 24 East, Lee County, Florida.

1: **Permitting** – Provide technical support to Town staff upon request to permit the dredge project with the Florida Department of Environmental Protection (DEP) and U.S. Army Corps of Engineers (COE) including drawings, management plans, and supporting documentation necessary for a complete application submittal to State and Federal regulatory agencies. This does not include any response to requests for additional information that may require additional field work, survey services, or similar specific tasks.

Time and Materials Not To Exceed Budget @ \$7,500

3: **Plans and Specifications** – Update the existing construction plans and specifications for dredging the existing channel alignment per the last bathymetric survey. Review options for the dredged material handling location and identify a suitable upland site for dredge material placement. Notify the regulatory agencies of pending construction, either as exempted from the DEP permit process and under COE Nationwide permit #3 or per final permits issued for the maintenance dredging. Prepare information and materials sufficient for signed and sealed drawings to be used for construction permitting with the Town.

Fixed Fee @ \$2,500

Hourly Breakdown:

Total Cost (of Job): \$10,000.00

EXHIBIT BDate: January 22, 2021COMPENSATION AND METHOD OF PAYMENT FORLaguna Shores DredgeSection 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	Permitting	\$7,500	NTE	
#2	Plans & Specifications	\$2,500	LS	
TOTAL (Unless list is continued on next page)		\$10,000.00	LS	

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated March 16, 2020 (as included in RFQ-20-06-AD), 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 16, 2020 (as included in RFQ-20-06-AD) entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 22, 2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
Laguna Shores Channel Dredge

Consultant or Sub-consultant Name: Hans Wilson & Associates, 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: January 22, 2021

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
Laguna Shores Channel Dredge

CONSULTANT OR SUB-CONSULTANT NAME: Hans Wilson & Associates, Inc
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

EXHIBIT C

Date: January 22, 2021

TIME AND SCHEDULE OF PERFORMANCE FOR

Laguna Shores Channel Dredge – January 2021

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	Permitting	90 days	90 days
#2	Plans and Specifications	120 days	120 days

EXHIBIT D

Date: January 22, 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR

Laguna Shores Channel Dredge – January 2021

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
	NONE					

Chadd Chustz

From: Hans Wilson <hans@hanswilson.com>
Sent: Monday, January 25, 2021 12:09 PM
To: Chadd Chustz
Subject: Fmb10Chadd CostEst 1-25-21

Chadd – Here is a quick breakdown on a potential construction cost. I don't have the cost numbers for the last work that Kelly Brothers did in 2012, it was for 6,460 cy. The mechanical dredging option, which we did last time, is less costly but will require a mixing zone variance and turbidity monitoring. The DEP didn't ask for that last time but they are under more scrutiny now, nine years later. Turbidity controls are tough at this location because of the current. It is more expensive if you go with hydraulic but less likely to have a turbidity violation. I hope this helps.
 – Hans

Hydraulic Dredging (no mixing zone variance)			
Scope	Unit	Unit \$	Total Pricing
Mobilization	Lump Sum	\$16,000	\$16,000
Dredging and Material Handling	5,500 CY (estimated)	\$180 per CY	\$990,000
Severance Fee	5,500 CY (estimated)	\$2.25 per CY	\$12,375
De-Mobilization	Lump Sum	\$12,000	\$12,000
Project Sub Total		\$1,030,375	
Contingency (10%)			\$103,038
Estimated Total Project Pricing w/ contingency		\$1,133,413	
Estimated Total Cost per CY		\$206	
Mechanical Dredging (mixing zone variance required)			
Scope	Unit	Unit \$	Total Pricing
Mobilization	Lump Sum	\$16,000	\$16,000
Dredging and Material Handling	5,500 CY (estimated)	\$90 per CY	\$577,500
Severance Fee	5,500 CY (estimated)	\$2.25 per CY	\$12,375
Mixing Zone Authorization	Lump Sum	\$15,000	\$15,000
3rd Party Turbidity Monitoring	Lump Sum	\$15,000	\$15,000
De-Mobilization	Lump Sum	\$12,000	\$12,000
Project Sub Total		\$647,875	
Contingency (10%)			\$64,788
Estimated Total Project Pricing w/ contingency		\$712,663	
Estimated Total Cost per CY		\$130	

Hans Wilson, P.E.
1938 Hill Ave.
Ft. Myers, FL 33901
239.334.6870
hans@hanswilson.com
Marine Engineers &
Environmental Consultants
Celebrating 20 Years of Excellence



Knowledge, Quality, Service.

From: Chadd Chustz <Chadd@fmbgov.com>
Sent: Monday, January 25, 2021 11:53 AM
To: Hans Wilson <hans@hanswilson.com>
Cc: Robin Mixon <robin@hanswilson.com>; 'Tina Cesarino' <tina@hanswilson.com>
Subject: Laguna Dredge STA

GM, please see attached STA for permitting phase of dredge. If we need to make adjustments, please let me know.

Thank you,

Chadd Chustz
Environmental Project Manager
Town of Fort Myers Beach
chadd@fmbgov.com
(239) 765-0202 Ext. 1312

From: Hans Wilson <hans@hanswilson.com>
Sent: Wednesday, November 11, 2020 3:46 PM
To: Chadd Chustz <Chadd@fmbgov.com>
Cc: Robin Mixon <robin@hanswilson.com>; 'Tina Cesarino' <tina@hanswilson.com>
Subject: Fmb10Chadd Scope 11-11-20

Chadd – I am sure your hands are full today but I finally put a scope together. I gave you the full tilt boogey for this project. In this scope there is the permit phase, the construction phase, and the monitoring phase. I just wanted you to have the full package for budgeting purposes. Call me if you have any questions. - Hans

Hans Wilson, P.E.
1938 Hill Ave.
Ft. Myers, FL 33901
239.334.6870

hans@hanswilson.com

Marine Engineers &
Environmental Consultants

Celebrating 20 Years of Excellence



Knowledge, Quality, Service.

From: Chadd Chustz <Chadd@fmbgov.com>

Sent: Friday, November 06, 2020 9:09 AM

To: Hans Wilson <hans@hanswilson.com>

Subject: RE: Laguna Shores Dredge

Thanks, I was just about to call you :)

I was trying to include it in my monthly report to TC (due this morning)

Ready when you are.

Happy Friday,

Chadd Chustz

Environmental Project Manager

Town of Fort Myers Beach

chadd@fmbgov.com

(239) 765-0202 Ext. 1312

From: Hans Wilson [<mailto:hans@hanswilson.com>]

Sent: Friday, November 6, 2020 8:38 AM

To: Chadd Chustz <Chadd@fmbgov.com>

Subject: RE: Laguna Shores Dredge

Got your reminder. I will try to get that to you today or Monday.

Hans Wilson, P.E.

1938 Hill Ave.

Ft. Myers, FL 33901

239.334.6870

hans@hanswilson.com

Marine Engineers &
Environmental Consultants

Celebrating 20 Years of Excellence



Knowledge, Quality, Service.

From: Chadd Chustz <Chadd@fmbgov.com>
Sent: Thursday, November 05, 2020 12:02 PM
To: hans@hanswilson.com
Subject: Laguna Shores Dredge

Good Morning Mr. Hans,

I am following up on the Laguna Shores re: cost estimate/proposal for obtaining an exemption from ERP from FDEP and a Nationwide 35 from the USACE on the Town's behalf.

Also if you can provide a brief narrative for the remaining steps, timeline and associated costs for implementing the project, that would be greatly appreciated.

Thank you,

Chadd Chustz
Environmental Project Manager
Town of Fort Myers Beach
chadd@fmbgov.com
(239) 765-0202 Ext. 1312

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Laguna Shores Channel Dredge Project
Engineering Services Cost Estimate Summary

Permit Application	\$4,300	LS	Permitting & Design Phase	\$10,000
RAI	\$3,200	NTE		
Plans & Specs	\$2,500	LS		
Bid Coordination	\$2,300	LS	Construction Phase	\$12,850
Permit Coordination	\$2,500	LS		
Pre Dredge Survey	\$2,800	LS		
Construction Administration	\$3,500	NTE		
Site Visit (5)	\$1,750	NTE		
Post Dredge Survey	\$4,400	LS	Monitoring Phase	\$11,000
2 Year Monitoring	\$3,300	LS		
5 Year Monitoring	\$3,300	LS		



Marine Engineers and Environmental Consultants

November 11, 2020

Roger Hernstadt, Town Manager
Town of Ft. Myers Beach
2523 Estero Blvd.
Ft. Myers Beach, FL 33931

Subject: Proposal for Services - Laguna Shores Channel Restoration

I. PROJECT DESCRIPTION - Environmental Consulting and Marine Engineering services in conjunction with restoration of the Laguna Shores Access Channel connecting Buccaneer Lagoon to Big Carlos Pass located at the east end of Estero Island, Section 3, Township 47 South, Range 24 East, Lee County, Florida.

II. SCOPE OF SERVICES

B. Permit Applications - Prepare a dredged material handling site plan showing the general turbidity controls and related management items. Prepare representative cross-sections and plan views of the site suitable for permit application submittal and processing. Prepare a general project description, including details regarding dredging and dredged material handling operations, for permit application submittal. Meet with Town staff to discuss the proposed plan and secure approval to move forward on permit application submittal. Prepare and submit an Environmental Resource Permit application package to the Florida Department of Environmental Protection (DEP) and a separate U.S. Army Corps of Engineers (COE) application in the form required by each agency, including supporting documentation, maps locating the project site, dredge and fill volumetric calculations, completion of critical habitat impact assessments for manatee and Smalltooth sawfish, etc. **Fixed Fee @ \$4,300**

C. Permit Application Coordination – It is anticipated that the project will qualify for an exemption verification with the DEP and a federal Nationwide Permit so processing of the applications should not be extensive. However recent changes in agency policy has caused the state and federal regulators to look at maintenance projects as if they were new projects. This task fund work associated with preparing and submitting responses to any Requests for Additional Information (RAI) received from the COE and/or DEP. This includes revisions to the existing drawings, modifying ERP application submittal pages, clarifying the proposed project description, or other revisions to the submitted documents as necessary to clarify the project intent. This does not include any response to requests for additional information that may require additional field work, creation of new drawings, survey services, or similar specific tasks. **Time and Materials, Not To Exceed Budget @ \$3,200**

D. Plans and Specifications – Update the existing construction plans and specifications for dredging the existing channel alignment per the last bathymetric survey. Review options for the dredged material handling location and identify a suitable upland site for dredge material placement. Notify the regulatory agencies of pending construction, either as exempted from the DEP permit process and under COE Nationwide permit #3 or per final permits issued for the maintenance dredging. Prepare information and materials sufficient for signed and sealed drawings to be used for construction permitting with the Town.

Fixed Fee @ \$2,500

E. Bid Coordination – Update the existing General Conditions and Technical Specifications, include the revised construction drawings and submit to staff for preparation of a standard Town of Ft. Myers Beach bid package. Bid documents will include a per cubic yard price for variations in volumes between the date of the last survey conducted for maintenance dredging and the time of construction start up. Coordinate with bidding contractors on project details, answer questions, coordinate bid revisions/addendums with Town staff, as appropriate. Review proposals, compare cost estimates, and make a recommendation to the Town regarding selection of a contractor.

Fixed Fee @ \$2,300

F. Permit Coordination - Coordinate between all parties during construction to ensure that all permit conditions are being observed. Coordinate with on site staff regarding compliance of all general and specific permit conditions at the project site. This task does not include daily monitoring of the contractor during construction. If the regulatory agencies require Environmental Compliance Monitoring on a daily basis, a contract addendum will be provided to the Town to provide this service.

Fixed Fee @ \$2,500

G. Field Work – Set horizontal and vertical control for staking and monitoring the dredging areas. Complete a bathymetric survey of the proposed dredging area immediately prior to construction to confirm excavation volumes and modify the contract for any changes. Dependent upon contractor progress, there will be one progress survey and a final post construction survey (minimum). Reduce field survey data and plot onto a plan necessary to evaluate dredging completion and pay quantities. Any subsequent surveys of the same area after initial clearance survey will be at the cost of the contractor.

(Pre dredge survey) Fixed Fee @ \$2,800

(One incremental, one post dredge survey) Fixed Fee @ \$4,400

H. Construction Administration – Conduct a pre-construction on-site meeting to discuss the proposed construction, permits, and operating conditions. Conduct twice weekly observations of the construction in progress to include turbidity monitoring compliance verification. Coordinate progress payment requests from the contractor. Confirm substantial completion, punch list items for final completion and payment. Prepare a post construction plan with as built depth information and submit to the regulatory agencies to convert the project from a construction permit to an operating permit.

Time and Materials Budget Not To Exceed \$3,500 plus \$350 per site visit maximum five week construction period.

M. Post Construction Monitoring – Complete two post construction bathymetric surveys of the project site (\$3,300 per survey) and calculate infilling rates and volumes relative to future maintenance needs. Surveys will take place two years and five years from the Final Completion date.

Additional Services: Any additional services not covered under Tasks B - M may be requested at an hourly rate, upon approval by the Client. HWA will not perform such services without consent from the Client. The hourly rates listed in this scope will remain in effect for any additional engineering services.

III. ACCEPTANCE - To initiate our services, please sign and return this proposal to our office. We will complete a Supplemental Task Agreement and submit to the Town under our existing continuing services contract. The General Conditions and Method of Compensation for the contract remain in effect. We look forward to working with you and if you have any questions, please give me a call or stop by our office.

Sincerely,



Hans Wilson, P.E.

AUTHORIZED BY: _____ **DATE:** _____

Print Name: _____



Marine Engineers and Environmental Consultants

2001 – HWA contracts with the Town of Ft. Myers Beach to assess three waterfront communities for improvements to navigational access. They included Marina Towers, the connection between Big Carlos Pass and Bucaneer Lagoon (Laguna Shores Channel), and placement of the dredged material in front of the Carlos Point Condominium to ameliorate erosion conditions. Results precipitate in interest by the Town on how to evaluate and fund dredging projects around the island.

2002 – An Environmental Resource Permit application was submitted to the Dept. of Environmental Protection (DEP) and the U.S. Army Corps of Engineers (COE) for the Marina Towers and Carlos Point project as well as applications submitted for creating a connecting channel between Big Carlos Pass and Buccaneer Lagoon (Laguna Shores Channel).

2003 – Permits issued for Marina Towers dredging and material placement in front of Carlos Point Condominium. HWA contracts with the Town of Ft. Myers Beach to develop an assessment methodology for the canals on Estero Island. Public workshop held in January to allow for public input on canal maintenance priorities on Estero Island. Final methodology and petition notebook submitted for Town use in April.

2004 – Worked through public interest issues with DEP regarding Laguna Shores Channel. Collaboration with Town staff on funding methodology. Hurricane Charley impacts Canal 15 (Yachtsmans Cove) requiring emergency dredging and associated permits. December Town staff makes funding recommendation to Town Council.

2005 – Permits issued for dredging of Canal 15 (Yachtsmans Cove) with cost share between residents and Town per policy. Project completed by Stemic Enterprises, Inc. Permit applications to the DEP and COE for Laguna Shores modified for southern alignment (least preferred/most likely to fail) per direction from DEP and agreement by Town Council.

2006 – Ongoing negotiations on public interest associated with Laguna Shores channel. DEP and COE permits issued for dredging Laguna Shore channel.

2007 – Received USCG channel marker permits, FWCC seagrass and manatee sign permits.

2008 – HWA authorized to move forward with construction plans and technical specifications for dredging Laguna Shores Channel. Bids received from marine contractors. Florida Marine Construction hired to excavate the channel. Construction begins end of December.

2009 - Construction completed in February. The channel had filled in and became non-navigable by the end of the year (see attached Town staff memo).

2010 – Work begins on re-permitting the northern alignment option direct to Buccaneer Lagoon channel. Channel alignment mapped for resources.

2011 – Continued to provide technical support to Town staff in re-designing the access channel, collecting core borings, WCIND funding application, and relocation of channel markers. HWA contracted to prepare construction plans and specifications for the alternative alignment. DEP permit issued for new channel location.

2012 – COE permit issued for new channel location. Contractor bids received, ZEP Construction, Inc. contracted to construct the new channel with Kelly Brothers sub-contracted by ZEP to perform the work. Work completed by year end.

2013 – Construction final certifications completed. One year post dredging monitoring completed 12-28-13.

2015 – Second annual monitoring completed (1-15-15).

Chadd Chustz

From: Justin McBride <justin@wcind.net>
Sent: Monday, October 5, 2020 1:34 PM
To: Chadd Chustz
Cc: 'Stephen Boutelle'
Subject: RE: Laguna Shores Report9-24-20
Attachments: Big Carlos.pdf

Good afternoon Chadd-

Thank you for the inquiry. For future reference, funding requests for WCIND projects must come through the member County. In the case of Ft. Myers Beach the request must go through Lee County so it was appropriate that you copied Steve Boutelle.

In looking at the Buccaneer Lagoon channel, it is not designated as a public channel and is not eligible for WCIND funding (see attached graphic) under our rules. If you have questions, please feel free to call or e-mail me.



Justin D. McBride, MEM, CDM
Executive Director
West Coast Inland Navigation District
200 E. Miami Ave.
Venice, FL 34285
941.485.9402

From: Chadd Chustz <Chadd@fmbgov.com>
Sent: Monday, October 5, 2020 12:34 PM
To: Justin McBride <justin@wcind.net>
Cc: Stephen Boutelle <SBoutelle@leegov.com>
Subject: Laguna Shores Report9-24-20

Good Afternoon Justin,

Is there an opportunity for WCIND funding for the dredging on the south end of Estero Island to access Buccaneer Lagoon?

Survey report attached.

Thank you,

Chadd Chustz

Environmental Project Manager
Town of Fort Myers Beach
chadd@fmbgov.com
(239) 765-0202 Ext. 1312

From: ian@hanswilson.com [<mailto:ian@hanswilson.com>]
Sent: Thursday, September 24, 2020 8:30 AM
To: Chadd Chustz <Chadd@fmbgov.com>; Roger Hernstadt <roger@fmbgov.com>; mpoff56@cmsinter.net
Cc: hans@hanswilson.com
Subject: Fmb10LagunaShoresReport9-24-20

Good Morning,

Attached is the report summarizing the bathymetric survey completed on September 17, 2020 and the existing infill conditions.

Please give us a call with any questions.

Thanks,

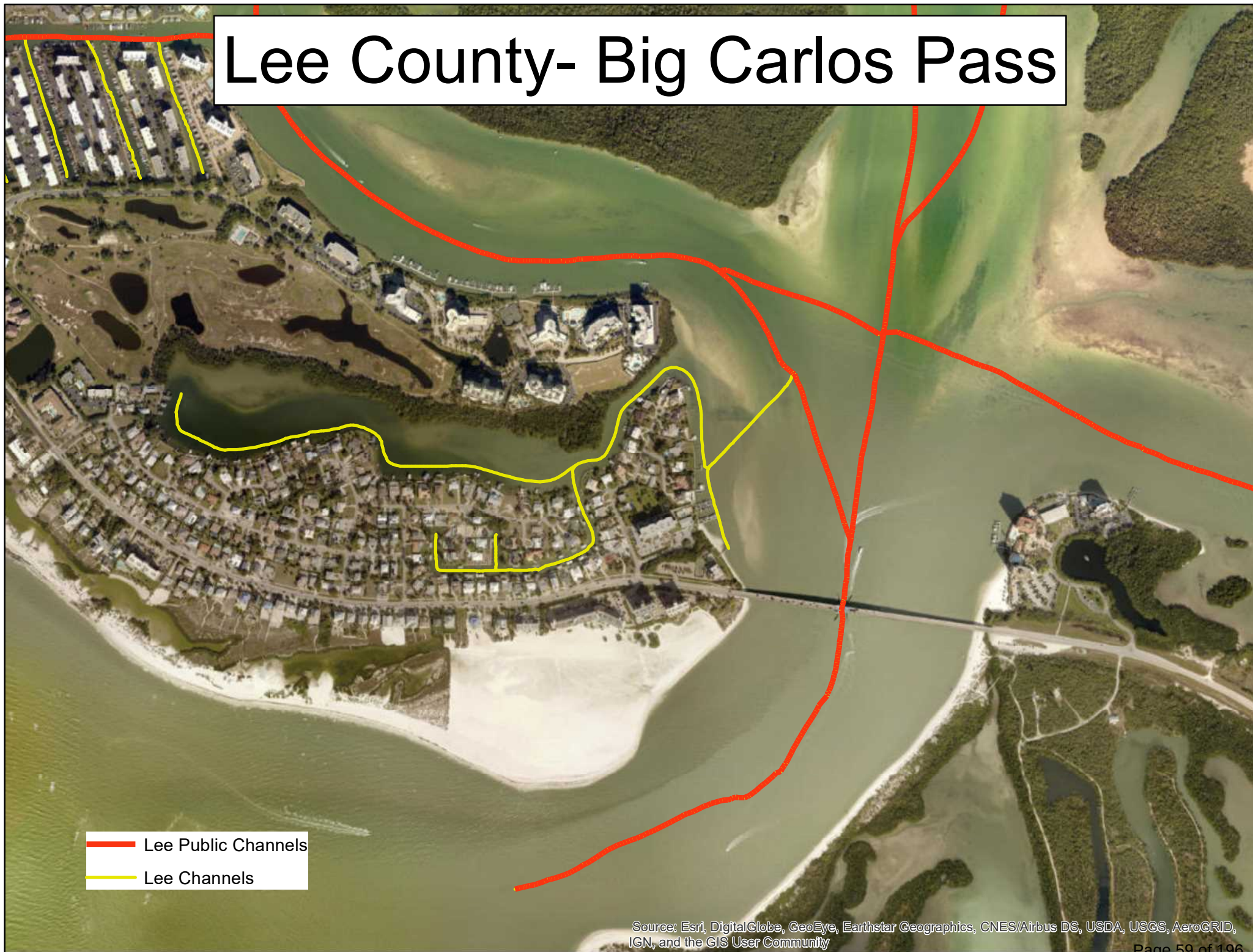
Ian Fisher, EIT
Engineer II
Hans Wilson and Associates, Inc.
239-334-6870

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Lee County- Big Carlos Pass



Lee Public Channels
Lee Channels

1. Requested Motion:

Meeting Date: February 16, 2021

Authorize the Town Manager or his designee to submit a grant application to West Coast Inland Navigational District (WCIND) for Law Enforcement Grant Requests for marine patrol and enforcement.

Why the action is necessary:

Provides staff direction as to what to apply for through the WCIND Grant Requests.

What the action accomplishes:

Gives staff direction to apply for a grant through the WCIND for additional marine patrol around Estero Island.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The West Coast Inland Navigational District (WCIND) grant request cycle has opened and applications are due by March 14, 2021 at 4 p.m.

The total grant request is \$50,000; \$15,000 Town Match and \$35,000 Grant Request.

This grant cycle will coincide with the Town's Fiscal Year in which funds being requested will be available effective October 1, 2021.

The WCIND Grant provides funding for additional enforcement of waterways around Estero Island beyond the standard scheduled patrol.

Attachments:

1. WCIND Grant Package FY 21-22

Financial Impact:

6. Alternative Action

Do not approve.

7. Management Recommendations:

Authorize staff to submit a grant application to WCIND.

8. Recommended Approval:

Randy Paniaqua, Administrative Officer
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/4/2021
Approved - 2/4/2021
Approved - 2/8/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

**WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

PROJECT NUMBER: _____
(To be populated by WCIND)

FUNDING CYCLE: ON _____ OFF _____

APPLICATION DATE: _____

1. MEMBER COUNTY: _____

2. PROJECT CATEGORY:

☐ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: _____

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _____

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☐
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:		TPO MANAGER:	
FEID:		PHONE:	
ADDRESS:		CITY:	
STATE:		ZIP:	



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:

7. ESTIMATED PROJECT START DATE: _____ COMPLETION DATE: _____

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: _____ DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: _____ DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: _____

ADDRESS: _____

TELEPHONE NO.: _____

EMAIL.: _____

13. SIGNATURE: *Chelsea O'Healy*

14. DATE: _____



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Materials			
(specify)			
Equipment			
(specify)			
Salaries ²			
Other			
(specify)			
GRAND TOTAL	\$	\$	\$

SOURCE(S) OF MATCHING FUNDS: _____

Additional Information: _____

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



**Lee County Natural Resources Division / WCIND Waterway Development
Program**

FY 21-22 Proposal Form for Sub-grantees

Applicant: Town of Fort Myers Beach

Date: 2/2/2021

Section 4 Attachment: Public Benefits:

The Lee County Sheriff's Office Marine Unit provides the Town of Fort Myers Beach with excellent service patrolling the Matanzas Harbor Municipal Mooring Field and the shoreline of Estero Island. These officers respond to a range of complaints, including abandoned vessels, and are directly involved in the prevention of marine theft and environmental degradation. The Marine Unit is also the Town's first responders to any boating accidents or other emergency situations on the water. The Town takes the safety of its boaters and improvement of water quality very seriously. This law enforcement program is an integral and important part of accomplishing safe and environmentally sound public waterways.

Southwest Florida includes an active year-round boating population. During the winter months, boating participation greatly increases with the influx of seasonal residents and visitors. The waters surrounding the Town are desirable and draw boaters from all over Florida for not only recreation but fishing. Without consistent education and enforcement provided by the Lee County Marine Unit, the local waterways will become hazardous for its users.

These users of the waterways and the Town greatly appreciate and rely on the service provided by Lee County Sheriff's Office Marine Unit. The Town will be unable to maintain this same level of service without the assistance of this funding request. It is important for the Town to offer its boating community safe waterways where navigation standards are upheld and foster an environment where boaters are encouraged to follow safety protocols and available resources uphold the mutual safety of everyone.

Carmine Marceno
Sheriff



State of Florida
County of Lee

"Proud to Serve"

February 2, 2021

Town of Fort Myers Beach
2021-2022 Marine Detail

This paperwork serves as an estimate for the event listed above. Amount quoted does not include for deputies that may be released early or stay later than the time listed. Lee County Sheriff's Office reserves the right to add or remove deputies from this detail, at any time; leading up to the event and the difference in the cost will be adjusted accordingly.

Marine details will be scheduled between Friday and Monday as daily duty schedules permit through the year for eight (8) hours per day.

Marine Deputy @\$48/hr x 8 hours a day = \$384 per deputy
1 Lee County Sheriff's Office Vessel @ \$20/hr x 8 hours a day = \$160 per detail.

Total cost for Marine detail on non-holiday \$544 per day for eight hour shift

LCSO Marine Unit will cover approximately 102 days of details.

Estimated cost based on 102 days of non-holiday coverage: \$55,488.

Total Cost for a Marine detail on a holiday \$704 per day for eight-hour shift.

** The estimated total does not include charges for details that may fall on a holiday. Holiday details are charged at \$68/hr per deputy/per detail. The boat rate remains at \$20/hr per day/detail. Days that are observed as holidays include: Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.*



"The Lee County Sheriff's Office is an Equal Opportunity Employer"
14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000

1. Requested Motion:

Meeting Date: February 16, 2021

Authorize the Town Manger to waive the procurement policy and execute an agreement with A OK Playgrounds in the amount of \$98,433 to replace the water slide at the Fort Myers Beach Community Pool. Allocate and appropriate funds necessary for purchase from Capital Budget.

Why the action is necessary:

The slide is up for replacement as it has reached its lifespan.

What the action accomplishes:

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

The water slide at the pool is up for replacement due to safety concerns. The company that was selected can provide a slide that is similar in design and size in the most timely fashion. The company selected has positive Town and other excellent references and was able to commit, schedule, install and complete the project quickly. Based on P&R staff research, the proposed price is fair for the materials and work requested. Funds for this project are already allocated in this Fiscal Year's Capital Budget.

Attachments:

1. Slide Replacement Quotes

Financial Impact:

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

Alison Giesen, Director of Cultural, Parks & Recreation
Alison Giesen, Director of Cultural, Parks & Recreation
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/8/2021
Approved - 2/8/2021
Approved - 2/8/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

Alison Giesen

From: Hunter Vos
Sent: Monday, February 8, 2021 10:57 AM
To: Alison Giesen
Subject: Recommended Slide Company (A-Ok Playground)

Alison,

I recommend going with the Slide Company *A-Ok Playground*.

I believe that A-Ok Playground's slide design will best fit our facility, as its design is similar to our current slide. After contacting multiple of their references this company shows great craftsmanship along with meeting the set project deadline. They have done water slides for various municipal government parks and recreation departments, private facilities, and larger waterparks.

A-Ok Playgrounds will be providing a quote for demolition if we decide to choose them.

Please let me know if there is any more information you require regarding this project.

Thank you,
Hunter Vos



Town Exhibit B

QUOTE SHEET ITEM/SERVICE Slide Replacement DATE 01/11/2021

SCOPE ATTACHED: Replacement of Lap Pool Water Slide

QUOTE #1 Company A-Ok Playgrounds

Contact Name and Phone # Randy (randy@aokplaygrounds.com)

PRICE \$98,433.00

QUOTE #2 Company Summit USA

Contact Name and Phone # Leo Lin (leo@poolslide.com)

PRICE \$86,500.00

QUOTE #3 Company Commercial Rec. Specialist

Contact Name and Phone # Larry (877 896 8442)

PRICE * Unable to provide slide to fit our requirements *

AWARD TO: A-Ok Playgrounds

Address for Billing P.O. Box 30162 Austin, TX 78755

Budget Line Item: Slide Replacement Verified Budget available: \$100,000.00

If Sole Source Attach Sole Source Documentation letter

DEPARTMENT AUTHORIZATION _____ Date _____

TOWN MANAGER SIGNATURE _____ Date _____

Attach Item Descriptions/Comparison Sheets PO # _____ Contract # _____

Purchases Under \$500 - Verbal Quote note date, time and whom you spoke to on the bill - Shop for best price.

MUST HAVE A PURCHASE ORDER-

Purchases with the credit card over \$500.00 also must have a purchase order to encumber the funds

Purchases \$501 to \$3,999.00 3 quotes, Document the vendor information and amount on the quote sheet

Purchases \$4,000.00 to \$24,999 3 written quotes, Document on the Quote Sheet & provide the copies of the quotes the vendor sent you

\$25,000.00 within a fiscal year - Competitive Sealed Bids

PS1700 18'

CUSTOMER QUOTATION**SLIDE****A-OK PLAYGROUNDS**

We sell only top quality play equipment

(512) 826-8800
P.O. Box 30162
Austin, TX 78755

4/24/2020
Quote valid for 30 days
SALES REP - RANDY

50% Down to order
40% Due Prior to Shipping
Balance Due at Completion
www.aokplaygrounds.com

PROJECT NAME: Fort Myers Beach Park and Rec**REF #** 4242020

Billing Address	Town of Fort Myers Beach Parks & Rec		
	2525 Estero Boulevard		
	Fort Myers FL 33931		
Phone #	239-478-4020	Cell	
Fax #			
Contact	Erin Adkins		
E-mail	erin@fmbgov.com		

Ship To Address	Town of Fort Myers Beach Parks & Rec		
	2525 Estero Boulevard		
	Fort Myers FL 33931		
Phone #	239-478-4020	Cell	
Fax #			
Contact	Erin Adkins		
E-mail	erin@fmbgov.com		

SHIPPING: Approx 7-8 weeks or sooner for delivery from date "Down Payment" is received

Item	Description	Quantity	Retail	Customer Price
CUSTOM SLIDE	Commercial Slide - 30" Diameter 3/8" Commercial Polyethylene Tubing			
	SLIDE STRUCTURE: MODEL PS 1700 18'	1	\$ 127,962.90	\$ 98,433.00
	Based on Attached Photos/Diagrams			
	INCLUDED:			
	Staircase	1		
	Tube Components	1		
	All Hardware	1		
	Saddle Supports	1		
	COLOR - Tube Components	?		
	COLOR - Metal	?		
Installation	Factory Installation ON SITE	1		Included
Tax	On Materials Only Certification Required if exempt	8.25		OUT OF STATE
Freight	Freight Estimate - Includes Handling Subject to change at carriers discretion	1		Included
TOTAL				\$ 98,433.00

Yes or No (Circle)	N/A	N/A	Is the area bobcat accessible?
	N/A	N/A	Is there running water available?
	N/A	N/A	Is there electricity available?
	N/A	N/A	Is the surface area level?
	N/A	N/A	Will the area be level & clear prior to installation?
	N/A	N/A	I've received a copy of the Warranty.

NOTICE (N/A on this Quote)

A-OK Playgrounds will not be held responsible for unmarked utility, cable, sprinkler or sewer lines.
An additional \$125.00 per hour will be added to the installation charges if rock digging is required

APPROVED BY

Customer Purchaser

Date

A-OK Playgrounds

Date



1995 SHEDD ROAD, P.O. BOX 251
BREMEN, GA. 30110 TEL: 404-304-9239

WARRANTY

- A. Limited 10-year warranty on galvanized steel posts and Stainless Steel hardware against structural failure due to materials or workmanship for commercial playgrounds.
- B. Limited 10-year warranty on all recycled plastic parts against structural failure due to corrosion or deterioration. This warranty does not include any cosmetic issues.
- C. Limited 8-year warranty on main metal structures against structural failure due to materials or workmanship. This includes platforms and decks, rails, climbers, and overhead rungs. This warranty does not include any cosmetic issues.
- D. Limited 6-year warranty on all polyethylene components. Fading and discoloration of product over time in direct sunlight is common and not covered by this warranty.
- E. Limited 6-year warranty on all pool slide support structures, landings, and railings against structural failure caused by defective materials or workmanship.
- F. Limited 1-year warranty for structural failure on moving parts, swing seats, tube components and any accessories not covered by the above.

Warranty does not cover damage resulting from vandalism, normal wear and tear, fading, discoloration, weathering, incorrect installation and natural characteristics of checking or warping of wood.

Slide Innovations warrants that products shall be free from defects in materials and/or workmanship for a period of one (1) year from date of original purchase during normal use and correct installation. If any products fail within this period, Slide innovations will replace free of charge any part found defective. This does not include providing labor or cost of labor to remove and install replacement piece or freight of shipping replacement piece.

Slide Innovations reserves the right to receive copies of written maintenance reports to ensure equipment has been properly maintained including physical and photographic evidence in lieu of onsite inspections.

- All warranty claims must be submitted in writing



Product Specifications

Metal 4" square uprights

- 13 gauge galvanized/commercial quality steel and # 6061 Aluminum for pool slides
- 45,000 PSI yield strength (ASTM E-8)
- 48,000 PSI tensile strength (ASTM E-8)
- Triple Flo-coated corrosion protection (interior/exterior)
- Interior and exterior corrosion resistance (ASTM B-117)
- Posts equipped with cap unless roofed
- 13 Gauge 9" square plate welded to bottom of post (pool slides only)
- POLYUREA finish

Metal decks / ADA transfer stations / ADA transfer platforms / Staircases

- Hot rolled carbon steel commercial quality and # 5052 Aluminum for pool slides
- Tensile / yield strength of 28,000 to 55,000 psi.
- POLYUREA finish
- Hot dipped Galvanized (playgrounds) or 5052 Aluminum (pool slides)
- Slip resisted deck has 3/8" drain holes for proper drainage

Staircase walls / Platform walls

- 1 5/16" & 1" OD 13 gauge Galvanized tubing
- 3" wide space rungs
- POLYUREA coated

Tube slides / Open slides / Slide hoods / Crawl tubes

- 1st quality linear low density polyethylene 30" Diameter enclosed tubes
- Rotationally molded
- 2,550 psi tensile strength
- 3/8" wall thickness
- UV stabilized
- Anti-static inhibitors

Pretreatment for poly coating

- Mild Sandblasting on all parts

Poly coat finish / Hardware

- Spec sheet applied
- Resistant to salt spray (ASTM B117)
- Resistant to humidity (ASTM D2247)
- 3/8" 316 Stainless steel Tamper proof bolts (structure)
- 3/8" 316 Stainless steel washers and lock nuts (structure)
- 5/16" 316 Stainless bolts (tube slide)
- 5/16" Insert and washers are Aluminum

CLEANING AND MAINTANCE PROCESS

SPRAY DOWN WITH WATER DAILEY AND CLEAN WITH SOAP AND WATER EVERY 30 DAY'S. CHECK ALL BOLTS EVERY 30 DAY'S AND THE BEGINNING OF THE OPENING OF THE SEASON. TIGHTEN BOLTS AS NEEDED.

- * All of our Pool slides are surface mount and we recommend 4" thick concrete slab but please check your local building codes for proper thickness you might need.
- * for our water slides 10 -20 GPM is recommended with a regulator valve to adjust the water flow. Please put regulator valve under the deck and high enough off the ground so that NO ONE can adjust the water setting.

Nationwide Sales

Wholesale Discounts



512-826-8800

www.aokplaygrounds.com

WIRE INFO:

Account Number: 1800901033021

Routing Number: 314977405

Full Name: A-OK Playgrounds, LLC

UFCU - University Federal Credit Union

3305 Steck Ave

Austin, TX 78757

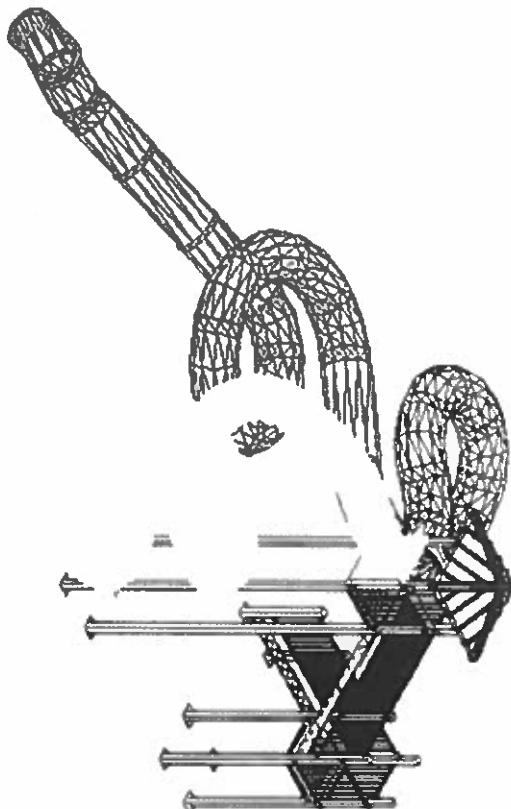
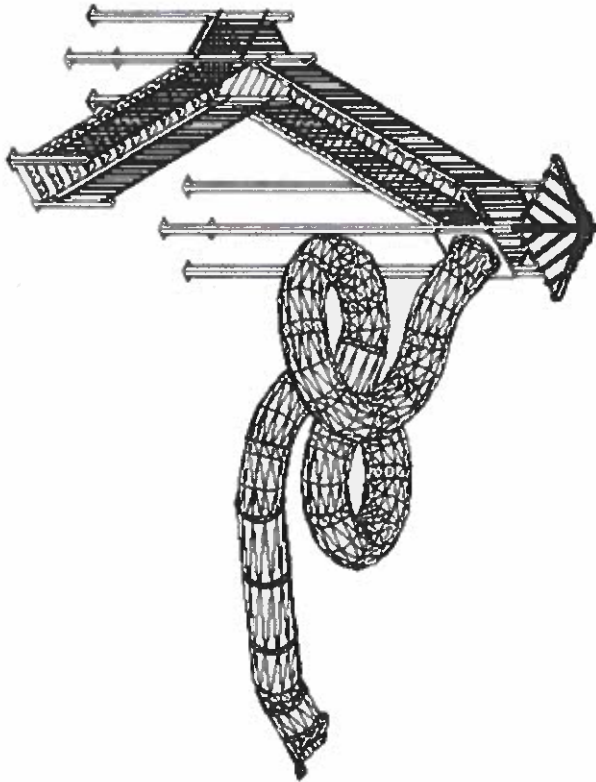
512-467-8080

Outside United States: We accept wire transfers using above information. If a Swift Code is needed, send to your US American affiliate bank, then they will wire.

www.aokplaygrounds.com

512-826-8800

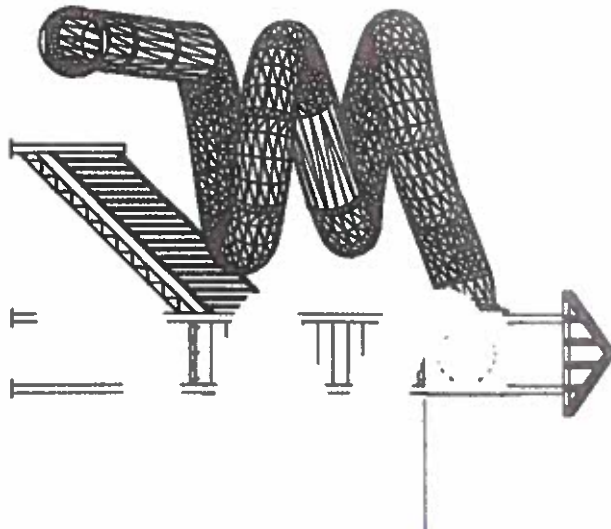
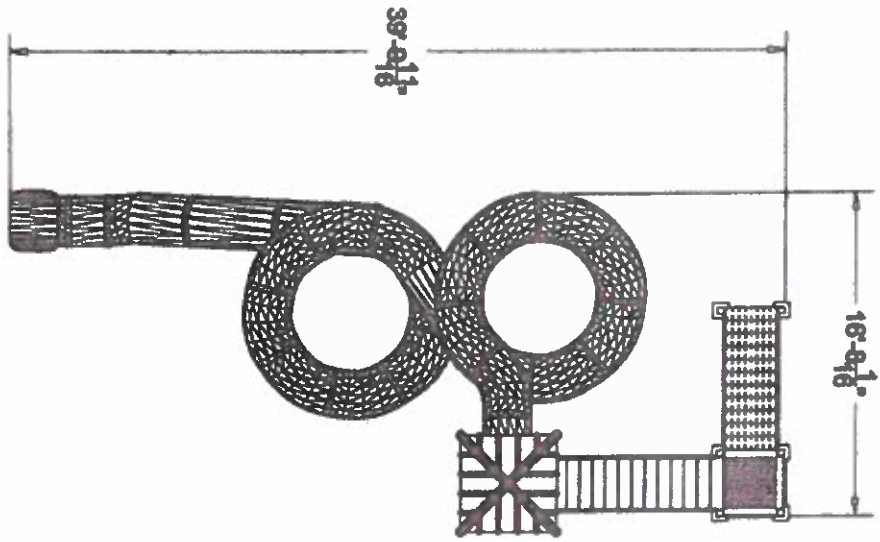
Pricing subject to change



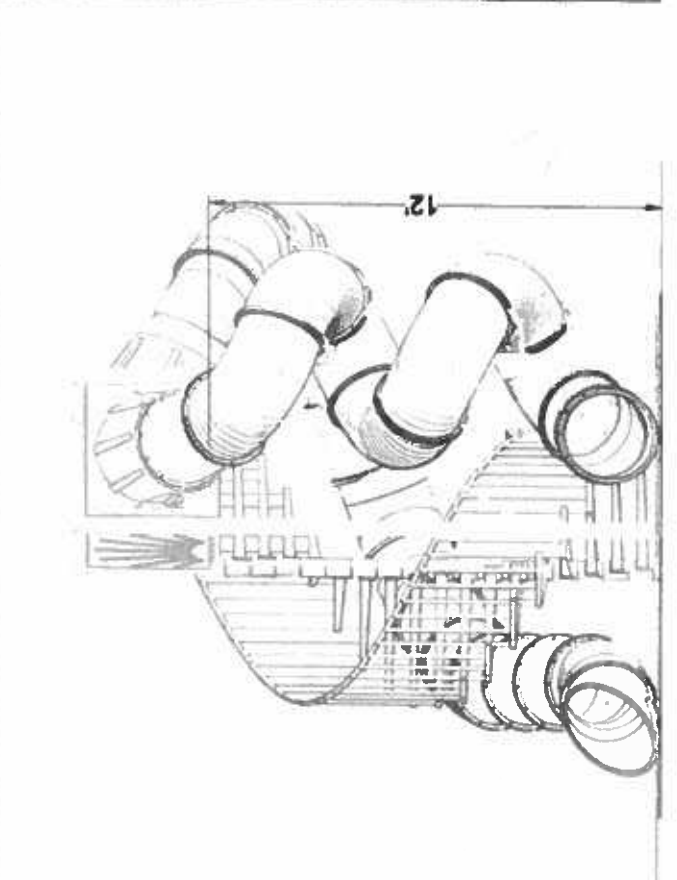
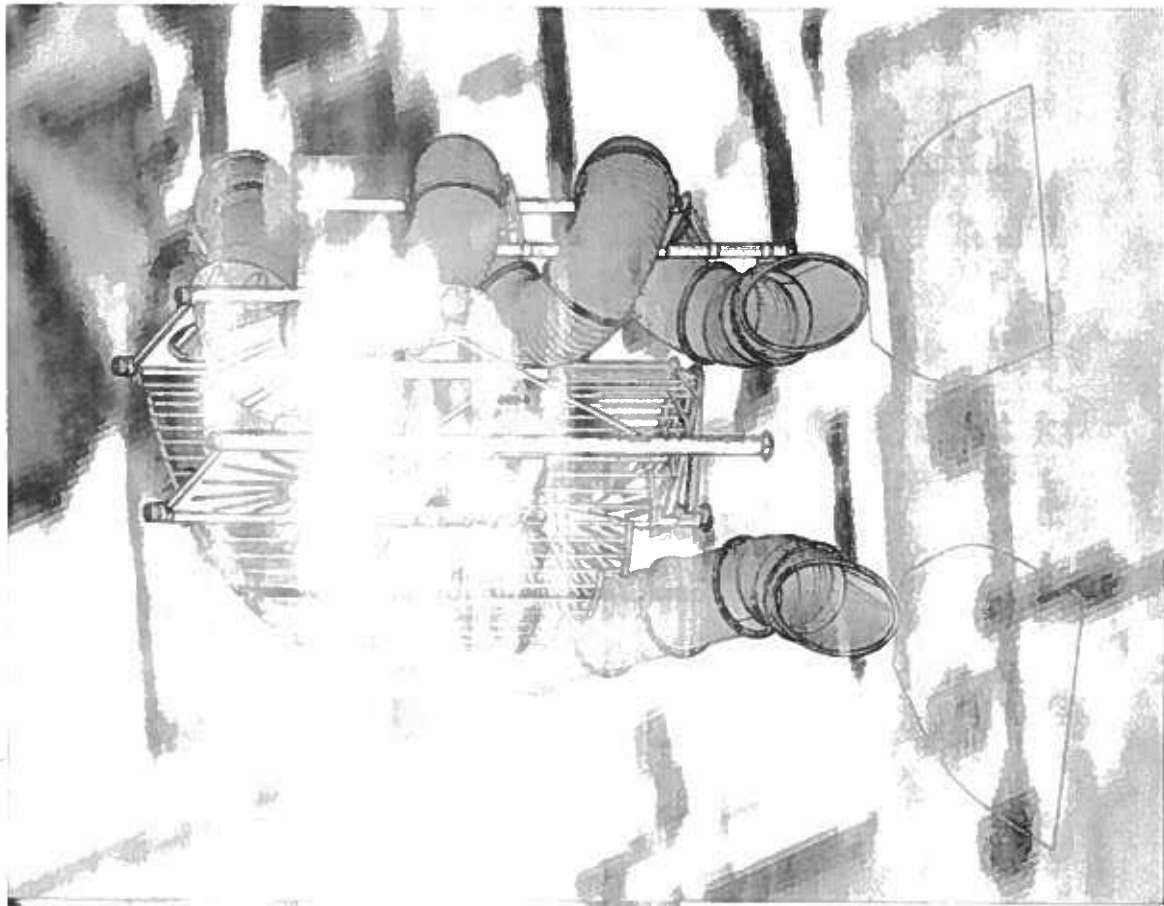
Tony Raines
Phone: 404 304 9239

*Works with
A-ok playgrounds

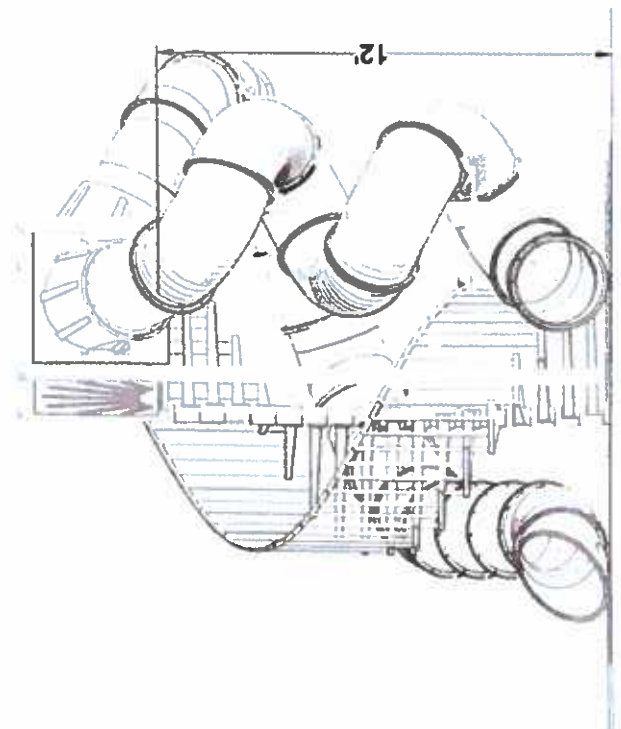
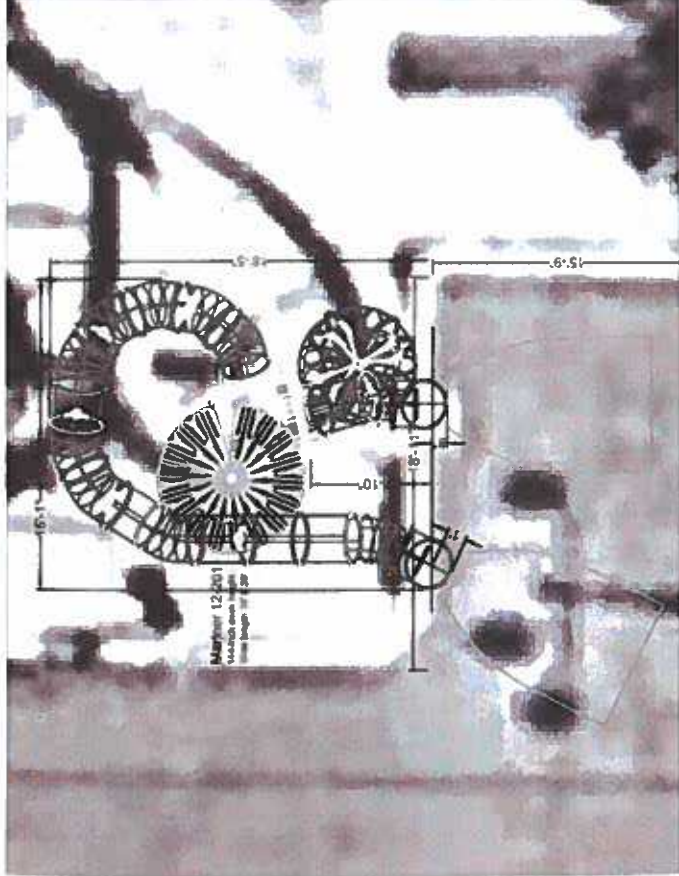
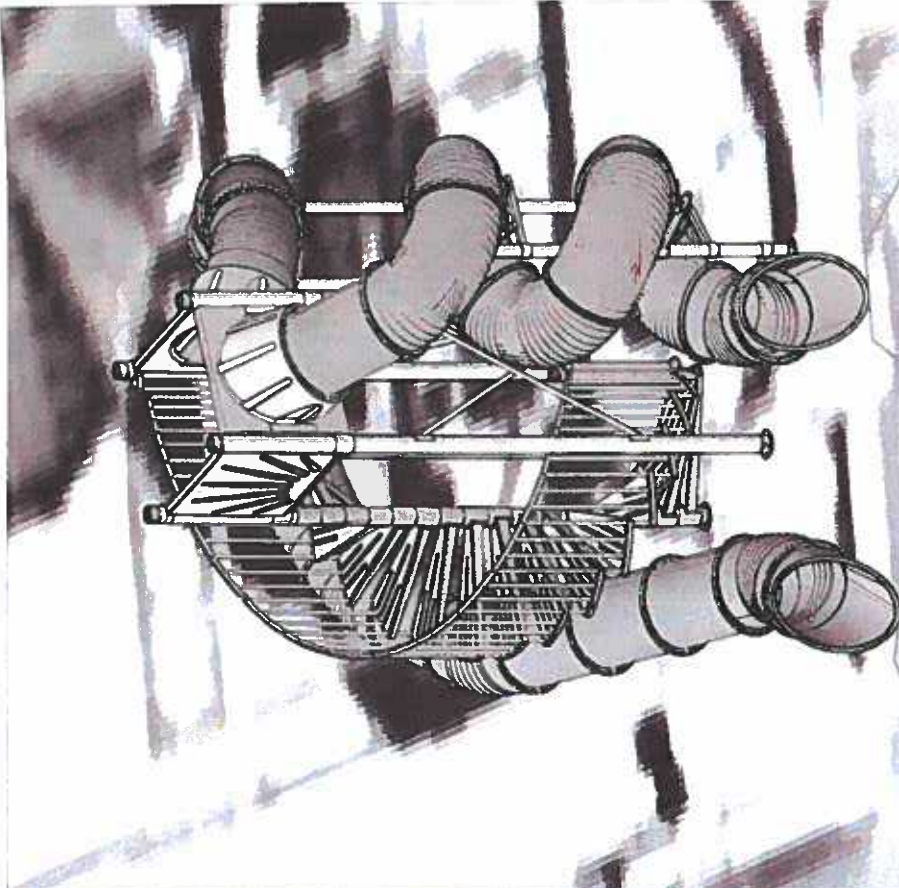
WATER SLIDE		08-10-12
SLIDE INNOVATIONS		
MODEL PS 1700	17'0" x 17'0"	
08-10-12	WATER SLIDE	17'0" x 17'0"
R. NELSON	17'0" x 17'0"	
METAL & PLASTIC WATER SLIDE		



COMPANY NAME SLIDE INNOVATIONS		DATE 8-10-12
TITLE MODEL PS 1700	PART #	
DRAWN BY R. NELSON	TOLERANCES ±.1/16"	REVISION DATE
MATERIALS METAL & PLASTIC WATERSLIDE		



SUMMIT USA Inc.		Town of Fort Myer Beach Pool	
DATE 12/9/2020	REV 0	STYLE Manner Tube	HEIGHT 144"
		5 gpm Maximum Water Flow	



SUMMIT USA Inc.		Town of Fort Myer Beach Pool	
DATE 12/9/2020	REV. 0	TYPE Manner Tube	HEIGHT 144"
		5 gpm Minimum Flow Rate	

Fwd: Replacing 18' high older fiberglass slide in Fort Meyers, FLLeo Lin <leo@poolslide.com>

Sun 1/3/2021 1:56 PM

To: Hunter Vos <Hunter.Vos@fmbgov.com> 2 attachments (2 MB)

TownofFortMyerBeachPool-Layout1.pdf; TownofFortMyerBeachPool-Layout2.pdf;

Hi Hunter,

I hope you had a good holiday. I don't know if we discussed pricing before. As attached and described below the price is \$80,000 plus \$6,500 s&h.

----- Forwarded message -----

From: Leo Lin <leo@poolslide.com>

Date: Wed, Dec 9, 2020 at 12:25 PM

Subject: Re: Replacing 18' high older fiberglass slide in Fort Meyers, FL

To: Hunter Vos <Hunter.Vos@fmbgov.com>

Hi Hunter,

Please have a look. Takes up approximately around 20'x35' less than the current slide system. It includes two slides with a 12' high spiral staircase and its single 4'x4' platform. I don't know if this is the direction you're considering. In my mind, I think of traditional fiberglass water slides as sort of large expensive gas guzzlers that may not be well suited for non profit public venues. As you can see, pool slides of ours are much more compact in size. The sliding surface will not rub off and takes about a tenth of the water used.

Best,

LEO LIN
SALES DIRECTORSUMMIT-USA, INC.
10403 NE 13th Ave., Suite #2
Vancouver, WA 98686 USA

Cell: (360) 751-8819*

Office: (360) 314-2565
Toll Free: 1 (844) 947-5433POOLSLIDE.COM

Water Slides Price Sheet

Retail

Slide #: 1810371	Slide #: 1810547	Slide #: 1810548	Slide #: 1810373	Slide #: 1810549	Slide #: 1810555	Slide #: 1810552	Slide #: 1810556	Slide #: 1810557
Single Flume Triangle Deck 360 Degree Turn Pricing Retail \$22,530 	Double Flume Triangle Deck 360/90 Degree Turn Pricing Retail \$33,142 			Double Flume Half Hex Deck 360/90 Degree Turn Pricing Retail \$33,201 		Quad Flume Half Hex Deck 360/90 Degree Turn Pricing Retail \$61,406 		Double Flume Dual Triangle Deck 180/540 Degree Turn Pricing Retail \$45,034 
	Single Flume Triangle Deck 90 Degree Turn Pricing Retail \$22,278 		Double Flume Half Hex Deck 180/360 Degree Turn Pricing Retail \$35,746 		Double Flume Half Hex Deck 90/90 Degree Turn Pricing Retail \$35,992 		Quad Flume Half Hex Deck Supreme Turn Variety Pricing Retail \$78,834 	

Larry
Comercial Rec. Specialist

All pricing listed are base unit prices, colors and accessories are available for an additional purchase.
Click the box below to view our standard color options.
For installation pricing, please see your Spectrum Aquatics Sales Team.

Standard Color Options

Made to Order Water Play Your Way

1. Requested Motion:

Meeting Date: February 16, 2021

Authorize the Town Manager to execute the final balancing Change Orders with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.

Why the action is necessary:

To close out the pending contracts per State requirements.

What the action accomplishes:

Final balancing change orders for Estero Boulevard Phase 1 - Phase 3B

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Estero Boulevard Water Main Phase 1- Phase 3B

- **Phase 1 (Amendment 6) with a decrease in contract amount of \$294,575.84**
- Phase 2 (Amendment 7) with a decrease in contract amount of \$848,954.69
- Phase 3A (Amendment 8) with a decrease in contract amount of \$3,008,520.05
- Phase 3B (Amendment 9) with a decrease in contract amount of \$2,276,723.09

Total savings less than contract award amount: \$6,428,773.67

Effective date of final Change Orders: January 19th, 2021

**Blue sheet numbers: 2021-152, 2021-173, 2021-174 and 2021-175 separated for resolution purposes.

Attachments:

1. 21-05, RFQ-13-02-PW Amendment 6 Change Order 1
2. Amendment 6 Change Order 1

Financial Impact:

6. Alternative Action

Do not approve

7. Management Recommendations:

Approve

8. Recommended Approval:

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/5/2021
Approved - 2/5/2021
Approved - 2/8/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NUMBER 2021-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO AMENDMENT 6 OF THE DESIGN-BUILD AGREEMENT RFQ-13-02-PW BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$294,575.84; EXTENDING THE FINAL COMPLETION DATE TO JANUARY 19TH, 2021; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Fort Myers Beach, Florida ("Town") entered into Design Build Agreement RFQ-13-02-PW ("Agreement") with Mitchell & Stark Construction Co., ("Contractor") in September of 2013; and,

WHEREAS, the Town and Contractor subsequently amended said Agreement in July of 2015 with Amendment 6 in the amount of \$4,496,591.56 to include construction of water mains along Estero Boulevard from the bend off the north bridge to Lovers Lane; and,

WHEREAS, Change Order No. 1 to Amendment 6 of the Agreement decreases the contracted amount by \$294,575.84 and extends the date of final completion to January 19th, 2021.

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

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Change Order No. 1 to Amendment 6 of the Agreement between the Town and the Contractor attached hereto as "Exhibit A" is hereby approved.

Section 3. The Town Manager is authorized to execute the Change Order.

Section 4. 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:

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Councilmember	_____
Bill Veach, Councilmember	_____
Jim Atterholt, Councilmember	_____

ADOPTED this _____ day of _____ 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of _____ 2021.

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000). No.: 1

CONTRACT/PROJECT NAME: Town of Fort Myers Beach, Estero Blvd Water Main (Amendment 6)
CONTRACTOR: Mitchell & Stark Construction Company, Inc. PROJECT NO.: RFQ-13-02-PW
CONTRACT NO.: RFQ-13-02-PW BID NO.: RFQ-13-02-PW
CHANGE REQUESTED BY: Christy Cory DATE OF REQUEST: 01/19/2021

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Reconciliation of Installed quantities for work completed and extension of contract time.

Purpose of Change Order: To reconcile quantities for work completed and extend contract time.

Attachments: (List documents supporting change) Change Order 1 Reconciliation Worksheet

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$ 4,496,591.56
Previous Change Order No. 0 to No. 0
\$ 0
Contract Price prior to this Change Order
\$ 4,496,591.56
Net ~~Increase~~ (Decrease) of this Change Order
\$ (294,575.84)
Contract Price will all approved Change Orders
\$ 4,202,015.72

CHANGE IN CONTRACT TIME:
Original Contract Time
240 Calendar Days
Net Change from previous Change Orders
0 Calendar Days
Contract Time prior to this Change Order
240 Calendar Days
Net Increase (~~Decrease~~) of this Change Order
2,454 Calendar Days
Contract Time with all approved Change Orders
2,694 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:
By: [Signature] 1/11/2021
Consultant (if applicable) Date
By: [Signature] 1/27/21
Department Director Date

Contracts Management
APPROVED:
Town Attorney Date

ACCEPTED
By: [Signature]
Contractor
Date Accepted: 1/26/2021

(CORPORATE SEAL)

TOWN APPROVAL:
By: _____
Finance Director (Under \$25,000)
Date Approved: _____
By: _____
Town Manager (Under \$25,000)
Date Approved: _____
By: _____
Mayor, Town Council
(Over \$25,000)
Date Approved: _____

ITEM NO.	DESCRIPTION	UNIT PRICE (Includes Contingency Adjustment)	UNIT	CONTRACTED QUANTITY (Prior to this Change Order)	INSTALLED QUANTITY	DIFFERENCE	QTY DIFFERENCE x UNIT PRICE	Current Contracted Amount	Final Reconciled Amount	Final Reconciled (-) Current Contracted Amount
1	Mobilization/Demobilization	\$ 125,000.00	LS	1	1	0	\$ -	\$ 125,000.00	\$ 125,000.00	\$ -
2	General Requirements - Bonds Permits	\$ 275,600.00	LS	1	1	0	\$ -	\$ 275,600.00	\$ 275,600.00	\$ -
3	Indemnification	\$ 1,000.00	LS	1	1	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
4	Pre and Post Construction Video	\$ 10,600.00	LS	1	1	0	\$ -	\$ 10,600.00	\$ 10,600.00	\$ -
5	Locate Utilities in Advance of Construction	\$ 15,000.00	LS	1	1	0	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -
6	Survey & As Built	\$ 22,000.00	LS	1	1	0	\$ -	\$ 22,000.00	\$ 22,000.00	\$ -
7	Furnish and Install 18" C900 DR-15 PVC WM	\$ 168.00	LF	8200	8400	200	\$ 33,200.00	\$ 1,029,200.00	\$ 1,062,400.00	\$ 33,200.00
8	Furnish and Install 10" C900 DR-14 PVC WM	\$ 112.00	LF	8200	8500	300	\$ 33,600.00	\$ 994,400.00	\$ 1,028,000.00	\$ 33,600.00
9	Furnish and Install 8" C900 DR-14 PVC WM	\$ 89.00	LF	300	1906	1606	\$ 110,745.00	\$ 20,700.00	\$ 131,445.00	\$ 110,745.00
10	Furnish and Install 4" C900 DR-14 PVC WM	\$ 68.00	LF	600	433	-167	\$ (11,356.00)	\$ 40,800.00	\$ 29,444.00	\$ 11,356.00
11	Furnish and Install 3" SCH 40 PVC WM	\$ 64.00	LF	150	303	153	\$ 9,792.00	\$ 9,600.00	\$ 19,392.00	\$ 9,792.00
12	Furnish and Install 2" SCH 40 PVC WM	\$ 61.00	LF	50	350	300	\$ 18,300.00	\$ 3,050.00	\$ 21,350.00	\$ 18,300.00
13	Furnish and Install 18" Stainless Steel Ceiling and Spacers	\$ 240.00	EA	1	2	1	\$ 10,300.00	\$ 36,000.00	\$ 36,000.00	\$ -
14	Connection to Existing 18" WM	\$ 10,300.00	EA	1	1	0	\$ -	\$ 10,300.00	\$ 10,300.00	\$ -
15	Connection to Existing 8" WM	\$ 5,600.00	EA	1	1	0	\$ -	\$ 5,600.00	\$ 5,600.00	\$ -
16	Connection to Existing 4" WM	\$ 4,950.00	EA	1	1	0	\$ -	\$ 4,950.00	\$ 4,950.00	\$ -
17	16" Line Stop and Connection	\$ 4,800.00	EA	2	8	6	\$ 28,800.00	\$ 9,600.00	\$ 38,400.00	\$ 28,800.00
18	8" Line Stop and Connection	\$ 28,000.00	EA	1	2	1	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ -
19	6" Line Stop and Connection	\$ 9,000.00	EA	14	3	-11	\$ (99,000.00)	\$ 26,000.00	\$ 50,000.00	\$ 24,000.00
20	3" Line Stop and Connection	\$ 8,300.00	EA	1	0	-1	\$ (8,300.00)	\$ 126,000.00	\$ 27,000.00	\$ 99,000.00
21	Reconnect Existing Water Meters	\$ 100.00	EA	62	59	-3	\$ (300.00)	\$ 14,400.00	\$ -	\$ 14,400.00
22	Install New Water Meters	\$ 97.88	EA	62	68	6	\$ 605.16	\$ 6,068.56	\$ 6,773.72	\$ 705.16
23	Water Service (Long with Road Crossing)	\$ 1,940.00	EA	50	50	0	\$ -	\$ 97,000.00	\$ 97,000.00	\$ -
24	16" Wet Tap and Valve Assembly	\$ 3,370.00	EA	20	18	-2	\$ (6,740.00)	\$ 67,400.00	\$ 64,030.00	\$ 3,370.00
25	8" Wet Tap and Valve Assembly	\$ 17,750.00	EA	2	2	0	\$ -	\$ 35,500.00	\$ 35,500.00	\$ -
26	6" Wet Tap and Valve Assembly	\$ 6,850.00	EA	2	2	0	\$ -	\$ 13,700.00	\$ 13,700.00	\$ -
27	15" x 15" Tee	\$ 2,040.00	EA	1	0	-1	\$ (2,040.00)	\$ 6,350.00	\$ 4,310.00	\$ 2,040.00
28	10" x 10" Tee	\$ 1,790.00	EA	4	2	-2	\$ (3,580.00)	\$ 7,160.00	\$ 3,580.00	\$ 3,580.00
29	10" x 8" Tee	\$ 1,510.00	EA	2	2	0	\$ -	\$ 28,520.00	\$ 28,520.00	\$ -
30	10" x 6" Tee	\$ 840.00	EA	4	8	4	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ -
31	10" x 4" Tee	\$ 710.00	EA	14	17	3	\$ 2,130.00	\$ 10,640.00	\$ 12,770.00	\$ 2,130.00
32	8" x 8" Tee	\$ 620.00	EA	4	20	16	\$ 9,920.00	\$ 2,440.00	\$ 14,200.00	\$ 11,760.00
33	8" x 6" Tee	\$ 560.00	EA	2	1	-1	\$ (560.00)	\$ 630.00	\$ 630.00	\$ -
34	16" Gate Valve with Valve Box Assembly	\$ 6,570.00	EA	17	14	-3	\$ (19,710.00)	\$ 1,190.00	\$ 85,380.00	\$ 84,190.00
35	10" Gate Valve with Valve Box Assembly	\$ 2,210.00	EA	15	15	0	\$ -	\$ 33,150.00	\$ 33,150.00	\$ -
36	8" Gate Valve with Valve Box Assembly	\$ 1,660.00	EA	33	33	0	\$ -	\$ 51,480.00	\$ 51,480.00	\$ -
37	4" Gate Valve with Valve Box Assembly	\$ 1,110.00	EA	1	36	35	\$ 39,600.00	\$ 1,110.00	\$ 40,710.00	\$ 39,600.00
38	Remove Fire Hydrant Assemblies	\$ 600.00	EA	13	13	0	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -
39	Fire Hydrant Assemblies	\$ 6,480.00	EA	14	18	4	\$ 25,920.00	\$ 15,480.00	\$ 41,400.00	\$ 25,920.00
40	16" Release Valve	\$ 163.00	EA	21	6	-15	\$ (2,445.00)	\$ 3,213.00	\$ 3,213.00	\$ -
41	Grout Abandon Existing 16" Water Main	\$ 12.00	LF	4000	1021	-2979	\$ (35,748.00)	\$ 86,200.00	\$ 28,776.00	\$ 57,424.00
42	Grout Abandon Existing 12" Water Main	\$ 8.00	LF	6200	5280	-920	\$ (7,360.00)	\$ 48,000.00	\$ 12,432.00	\$ 35,568.00
43	Grout Abandon Existing 8" Water Main	\$ 5.00	LF	6200	0	-6200	\$ (31,000.00)	\$ 31,000.00	\$ 31,000.00	\$ -
44	Remove and Discard Existing A/C Pipe	\$ 100.00	LF	400	50	-350	\$ (35,000.00)	\$ 40,000.00	\$ 40,000.00	\$ -
45	Repair Existing Trench Drain	\$ 15.00	LF	1500	50	-1450	\$ (21,750.00)	\$ 22,500.00	\$ 22,500.00	\$ -
46	Road Crossings	\$ 32.00	SY	12000	6837	-5163	\$ (165,216.00)	\$ 384,000.00	\$ 218,784.00	\$ 165,216.00
47	Remove and Replace Asphalt Pavement	\$ 32.00	SY	4000	0	-4000	\$ (128,000.00)	\$ 245,000.00	\$ 122,000.00	\$ 123,000.00
48	Mill and Reconstruct Asphalt Pavement from Times Square to Crescent	\$ 70.00	SY	3500	1757	-1743	\$ (122,010.00)	\$ 128,000.00	\$ 128,000.00	\$ -
49	Remove and Replace Concrete Driveway/Sidewalk	\$ 5.00	SF	2500	50	-2450	\$ (12,250.00)	\$ 12,500.00	\$ 12,500.00	\$ -
50	Remove and Replace Curbings	\$ 25.00	LF	200	50	-150	\$ (3,750.00)	\$ 5,000.00	\$ 1,250.00	\$ 3,750.00
51	Miscellaneous Sitework Allowance	\$ 250,000.00	LS	1	1	0	\$ -	\$ 250,000.00	\$ 250,000.00	\$ -
TOTAL CHANGE ORDER #1 RECONCILIATION								\$ 4,496,591.56	\$ 4,202,015.72	\$ (294,575.84)

1. Requested Motion:

Meeting Date: February 16, 2021

Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.

Why the action is necessary:

To close out the pending contracts per State requirements.

What the action accomplishes:

Final balancing change orders for Estero Boulevard Phase 1 - Phase 3B

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Estero Boulevard Water Main Phase 1- Phase 3B

- Phase 1 (Amendment 6) with a decrease in contract amount of \$294,575.84
- **Phase 2 (Amendment 7) with a decrease in contract amount of \$848,954.69**
- Phase 3A (Amendment 8) with a decrease in contract amount of \$3,008,520.05
- Phase 3B (Amendment 9) with a decrease in contract amount of \$2,276,723.09

Total savings less than contract award amount: \$6,428,773.67

Effective date of final Change Orders: January 19th, 2021

**Blue sheet numbers: 2021-152, 2021-173, 2021-174 and 2021-175 separated for resolution purposes.

Attachments:

1. 21-06, RFQ-13-02-PW Amendment 7 Change Order 2-C1
2. Amendment 7 Change Order 2

Financial Impact:

6. Alternative Action

Do not approve

7. Management Recommendations:

Approve

8. Recommended Approval:

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NUMBER 2021-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 2 TO AMENDMENT 7 OF THE DESIGN-BUILD AGREEMENT RFQ-13-02-PW BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$848,954.69; EXTENDING THE FINAL COMPLETION DATE TO JANUARY 19TH, 2021; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; 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 entered into Design Build Agreement RFQ-13-02-PW ("Agreement") with Mitchell & Stark Construction Co., ("Contractor") in September of 2013; and,

WHEREAS, the Town and Contractor subsequently amended said Agreement in September of 2016 with Amendment 7 in the amount of \$5,893,755.70 to include construction of water mains along Estero Boulevard from the bend off the north bridge to Lovers Lane; and,

WHEREAS, Change Order No. 2 to Amendment 7 of the Agreement decreases the contracted amount by \$848,954.69 and extends the date of final completion to January 19th, 2021.

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. Change Order No. 2 to Amendment 7 of the Agreement between the Town and the Contractor attached hereto as "Exhibit A" is hereby approved.

Section 3. The Town Manager is authorized to execute the Change Order and expend budgeted funds on behalf of the Town.

Section 4. 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:

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Councilmember	_____
Bill Veach, Councilmember	_____
Jim Atterholt, Councilmember	_____

ADOPTED this 16th day of February 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day February 2021.

9/2/21

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000). No.: 2

CONTRACT/PROJECT NAME: Town of Fort Myers Beach, Estero Blvd Water Main (Amendment 7)
CONTRACTOR: Mitchell & Stark Construction, Co. PROJECT NO.: RFQ-13-02-PW
CONTRACT NO.: RFQ-13-02-PW BID NO.: RFQ-13-02-PW
CHANGE REQUESTED BY: Christy Cory DATE OF REQUEST: 01/19/2021

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Reconciliation of installed quantities for work completed and extension of contract time.

Purpose of Change Order: To reconcile quantities for work completed and extend contract time.

Attachments: (List documents supporting change) Change Order 2 Reconciliation Worksheet

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$ 5,893,755.70
Previous Change Order No. 1 to No. 2
\$ 0
Contract Price prior to this Change Order
\$ 5,893,755.70
Net Increase (Decrease) of this Change Order
\$ (848,954.69)
Contract Price will all approved Change Orders
\$ 5,044,801.01

CHANGE IN CONTRACT TIME:

Original Contract Time
360 Calendar Days
Net Change from previous Change Orders
240 Calendar Days
Contract Time prior to this Change Order
600 Calendar Days
Net Increase (Decrease) of this Change Order
1,022 Calendar Days
Contract Time with all approved Change Orders
1,622 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: [Signature] 1/11/21
Consultant (if applicable) Date
By: [Signature] 1/27/21
Department Director Date

Contracts Management
APPROVED:
Town Attorney Date

ACCEPTED

By: [Signature]
Contractor
Date Accepted: 1/26/2021

(CORPORATE SEAL)

TOWN APPROVAL:

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

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

By: _____
Mayor, Town Council
(Over \$25,000)
Date Approved: _____

ITEM NO.	DESCRIPTION	UNIT PRICE (includes Contingency Adjustments)	UNIT	CONTRACTED QUANTITY (Prior to this Change Order)	INSTALLED QUANTITY	DIFFERENCE	QTY DIFFERENCE x UNIT PRICE	Current Contracted Amount	Final Reconciled Amount	Final Reconciled (-) Current Contracted Amount	
1	Mobilization/Demobilization	\$ 50,000.00	LS	1	1	0	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -	
2	General Requirements, Bonds, Permits	\$ 200,000.00	LS	1	1	0	\$ -	\$ 200,000.00	\$ 200,000.00	\$ -	
3	Indemnification	\$ 1,000.00	LS	1	1	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	
4	Pre-Construction Video	\$ 5,000.00	LS	1	1	0	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	
5	Locate Utilities in Advance of Construction	\$ 30,000.00	LS	1	0.5	-0.5	\$ (4,500.00)	\$ 30,000.00	\$ 25,500.00	\$ (4,500.00)	
6	Density Testing Full Time	\$ 75,000.00	LS	1	1	0	\$ -	\$ 75,000.00	\$ 75,000.00	\$ -	
7	Flaggers	\$ 250.00	MO	800	4	-796	\$ (199,000.00)	\$ 250.00	\$ 30,000.00	\$ (169,000.00)	
8	Maintenance of Traffic (Excluding post delineator)	\$ 100,000.00	LS	1	1	0	\$ -	\$ 100,000.00	\$ 100,000.00	\$ -	
9	Survey & As Built Data	\$ 29,450.00	LS	1	1	0	\$ -	\$ 29,450.00	\$ 29,450.00	\$ -	
10	Driveway	\$ 26.00	LF	7500	7757	-49	\$ (1,118.00)	\$ 26.00	\$ 202,800.00	\$ (199,000.00)	
11	Relocate Sanitary Sewer Lateral	\$ 108.81	LF	7600	7368	-232	\$ (25,000.00)	\$ 108.81	\$ 813,308.40	\$ (812,518.08)	
12	16 Dr 18 PVC Water Main	\$ 85.07	LF	7500	7406	-94	\$ (8,000.58)	\$ 85.07	\$ 639,546.00	\$ (638,695.28)	
13	10 Dr 14 PVC Water Main	\$ 100.87	LF	1200	885.5	-314.5	\$ (31,917.58)	\$ 100.87	\$ 121,044.00	\$ (88,935.42)	
14	8 DR 14 PVC Water Main	\$ 92.89	LF	400	1174.5	774.5	\$ (71,964.61)	\$ 92.89	\$ 37,196.00	\$ (34,768.61)	
15	3 SCH 80 PVC Water Main	\$ 81.26	LF	900	1098	198	\$ (16,026.96)	\$ 81.26	\$ 73,134.00	\$ (65,107.04)	
16	2 SCH 80 PVC Water Main	\$ 67.41	LF	20	9	-11	\$ (733.81)	\$ 67.41	\$ 1,348.20	\$ (685.39)	
17	2 SCH 80 PVC Water Main	\$ 53.31	LF	300	240	-60	\$ (3,198.60)	\$ 53.31	\$ 15,993.00	\$ (10,794.40)	
18	Connect to Ex 16 Water Main	\$ 2,387.50	EA	1	1	0	\$ -	\$ 2,387.50	\$ 2,387.50	\$ -	
19	Connect to Ex 10 Water Main	\$ 2,387.50	EA	1	1	0	\$ -	\$ 2,387.50	\$ 2,387.50	\$ -	
20	16 Standard Cut-In Connection	\$ 10,300.00	EA	1	0	-1	\$ (10,300.00)	\$ 10,300.00	\$ -	\$ (10,300.00)	
21	6 Standard Cut-In Connection	\$ 6,800.00	EA	1	2	1	\$ (6,800.00)	\$ 6,800.00	\$ 6,800.00	\$ -	
22	6 Standard Cut-In Connection	\$ 4,800.00	EA	21	10	-11	\$ (54,000.00)	\$ 4,800.00	\$ 103,500.00	\$ (98,700.00)	
23	3 Standard Cut-In Connection	\$ 4,800.00	EA	2	1	-1	\$ (4,800.00)	\$ 4,800.00	\$ 9,600.00	\$ (4,800.00)	
24	1 Water Service Long w/ Road Closing	\$ 1,930.00	EA	156	152	-4	\$ (7,680.00)	\$ 1,930.00	\$ 29,880.00	\$ (27,950.00)	
25	1 1/2 Water Service Long w/ Road Closing	\$ 3,400.00	EA	142	96	-46	\$ (156,800.00)	\$ 3,400.00	\$ 48,800.00	\$ (152,000.00)	
26	2 Water Service Short	\$ 2,170.00	EA	1	2	1	\$ (2,170.00)	\$ 2,170.00	\$ 4,340.00	\$ (2,170.00)	
27	2 Water Service Long w/ Road Closing	\$ 4,420.00	EA	1	2	1	\$ (4,420.00)	\$ 4,420.00	\$ 8,840.00	\$ (4,420.00)	
28	16 Wet Tap and Valve	\$ 7,910.00	EA	1	1	0	\$ -	\$ 7,910.00	\$ 7,910.00	\$ -	
29	10 Wet Tap and Valve	\$ 13,260.00	EA	1	3	2	\$ (26,520.00)	\$ 13,260.00	\$ 39,780.00	\$ (26,520.00)	
30	8 Wet Tap and Valve	\$ 7,180.00	EA	1	4	3	\$ (21,540.00)	\$ 7,180.00	\$ 28,720.00	\$ (21,540.00)	
31	16x10 Tee	\$ 1,640.00	EA	1	3	2	\$ (3,280.00)	\$ 1,640.00	\$ 4,920.00	\$ (3,280.00)	
32	16x8 Tee	\$ 1,710.00	EA	51	28	-23	\$ (39,870.00)	\$ 1,710.00	\$ 86,820.00	\$ (66,950.00)	
33	16x6 Tee	\$ 1,860.00	EA	2	13	11	\$ (20,520.00)	\$ 1,860.00	\$ 23,580.00	\$ (21,720.00)	
34	16x4 Tee	\$ 840.00	EA	2	8	6	\$ (5,040.00)	\$ 840.00	\$ 6,720.00	\$ (5,880.00)	
35	16x3 Tee	\$ 778.50	EA	51	51	0	\$ -	\$ 778.50	\$ 26,194.50	\$ (25,416.00)	
36	16x2 Tee	\$ 660.00	EA	16	4	-12	\$ (7,920.00)	\$ 660.00	\$ 1,056.00	\$ (5,864.00)	
37	16x1 Tee	\$ 660.00	EA	16	27	11	\$ (7,260.00)	\$ 660.00	\$ 1,716.00	\$ (5,544.00)	
38	16x1/2 Tee	\$ 570.00	EA	4	2	-2	\$ (1,140.00)	\$ 570.00	\$ 1,140.00	\$ -	
39	16 Vertical Deflection	\$ 540.00	EA	22	28	6	\$ (3,240.00)	\$ 540.00	\$ 15,120.00	\$ (14,580.00)	
40	16 Vertical Deflection	\$ 7,000.00	EA	10	70	60	\$ (420,000.00)	\$ 7,000.00	\$ 49,000.00	\$ (371,000.00)	
41	16 Vertical 1/2 Deflection (LDOT Required)	\$ 2,110.00	EA	10	10.5	0.5	\$ (2,110.00)	\$ 2,110.00	\$ 22,265.00	\$ (20,155.00)	
42	16 Gate Valve	\$ 6,970.00	EA	51	42	-9	\$ (62,730.00)	\$ 6,970.00	\$ 35,367.00	\$ (27,363.00)	
43	16 Gate Valve	\$ 2,310.00	EA	10	10	0	\$ -	\$ 2,310.00	\$ 23,100.00	\$ (20,790.00)	
44	16 Gate Valve	\$ 1,860.00	EA	60	16	-44	\$ (81,600.00)	\$ 1,860.00	\$ 110,760.00	\$ (89,160.00)	
45	16 Gate Valve (LDOT Required)	\$ 1,210.00	EA	19	24	5	\$ (6,090.00)	\$ 1,210.00	\$ 23,000.00	\$ (21,790.00)	
46	16 Gate Valve	\$ 1,210.00	EA	67	60	-7	\$ (8,470.00)	\$ 1,210.00	\$ 81,060.00	\$ (72,590.00)	
47	Bore 12 Road Crossing	\$ 21,734.24	EA	1	1	0	\$ -	\$ 21,734.24	\$ 21,734.24	\$ -	
48	Bore 10 Road Crossing	\$ 17,393.00	EA	1	1	0	\$ -	\$ 17,393.00	\$ 17,393.00	\$ -	
49	Bore 8 Road Crossing	\$ 15,410.00	EA	23	23	0	\$ -	\$ 15,410.00	\$ 353,970.00	\$ (338,560.00)	
50	Add for Open Cut Road Crossing (If req'd)	\$ 24,000.00	EA	1	1	0	\$ -	\$ 24,000.00	\$ 15,410.00	\$ (8,590.00)	
51	Remove Fire Hydrant	\$ 800.00	EA	12	6	-6	\$ (4,800.00)	\$ 800.00	\$ 4,800.00	\$ -	
52	Air Release Valve	\$ 3,140.00	EA	25	26	1	\$ (3,140.00)	\$ 3,140.00	\$ 78,500.00	\$ (75,360.00)	
53	Temp Bacterial Sample Point	\$ 15.00	LF	7600	4820	-2780	\$ (41,700.00)	\$ 15.00	\$ 3,900.00	\$ (37,800.00)	
54	Grout and Abandon Ex 16 Main	\$ 12.00	LF	7600	2813	-4787	\$ (57,444.00)	\$ 12.00	\$ 91,200.00	\$ (79,080.00)	
55	Grout and Abandon Ex 8 Main	\$ 8.00	LF	7600	9987	2187	\$ (17,496.00)	\$ 8.00	\$ 63,600.00	\$ (55,104.00)	
56	AC Pipe Cut-Out and Leave in Place	\$ 100.00	LF	500	574	74	\$ (7,400.00)	\$ 100.00	\$ 57,400.00	\$ (49,900.00)	
57	Full Depth Paving Removal	\$ 14.00	SY	8000	7488	-512	\$ (7,168.00)	\$ 14.00	\$ 104,800.00	\$ (97,632.00)	
58	Temp Paving Estero Blvd 16 BOBG on rolled sub-grade	\$ 185.00	YONS	3450	2128.03	-1321.97	\$ (245,556.55)	\$ 185.00	\$ 589,250.00	\$ (403,693.45)	
59	Local Road Restoration	\$ 40.00	SY	1000	0	-1000	\$ (40,000.00)	\$ 40.00	\$ 40,000.00	\$ -	
60	Remove and Replace Driveway/Sidewalk	\$ 25.00	SY	200	0	-200	\$ (5,000.00)	\$ 25.00	\$ 5,000.00	\$ -	
61	Remove and Replace Curb	\$ 25.00	SY	200	0	-200	\$ (5,000.00)	\$ 25.00	\$ 5,000.00	\$ -	
CONTINGENCY ALLOWANCE								\$ 200,000.00	\$ -	\$ (200,000.00)	
Alternate Paving								\$ -	\$ -	\$ -	
62	16 Double Line Stop & Connection	\$ 21,760.00	EA	0	1	1	\$ (21,760.00)	\$ -	\$ -	\$ (21,760.00)	
63	10 Double Line Stop & Connection	\$ 14,665.00	EA	0	1	1	\$ (14,665.00)	\$ -	\$ -	\$ (14,665.00)	
64	8 Double Line Stop & Connection	\$ 11,895.00	EA	0	0.5	0.5	\$ (5,947.50)	\$ -	\$ -	\$ (5,947.50)	
TOTAL CHANGE ORDER #2 RECONCILIATION								\$ (848,954.69)	\$ 5,893,755.70	\$ 5,044,801.01	\$ (848,954.69)

1. **Requested Motion:**

Meeting Date: February 16, 2021

Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.

Why the action is necessary:

To close out the pending contracts per State requirements.

What the action accomplishes:

Final balancing change orders for Estero Boulevard Phase 1 - Phase 3B

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Estero Boulevard Water Main Phase 1- Phase 3B

- Phase 1 (Amendment 6) with a decrease in contract amount of \$294,575.84
- Phase 2 (Amendment 7) with a decrease in contract amount of \$848,954.69
- **Phase 3A (Amendment 8) with a decrease in contract amount of \$3,008,520.05**
- Phase 3B (Amendment 9) with a decrease in contract amount of \$2,276,723.09

Total savings less than contract award amount: \$6,428,773.67

Effective date of final Change Orders: January 19th, 2021

****Blue sheet numbers: 2021-152, 2021-173, 2021-174 and 2021-175 separated for resolution purposes.**

Attachments:

1. 21-07, RFQ-13-02-PW Amendment 8 Change Order 1-C1
2. Amendment 8 Change Order 1

Financial Impact:

6. **Alternative Action**

Do not approve

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NUMBER 2021-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO AMENDMENT 8 OF THE DESIGN-BUILD AGREEMENT RFQ-13-02-PW BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$3,008,520.05; EXTENDING THE FINAL COMPLETION DATE TO JANUARY 19TH, 2021; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; 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 entered into Design Build Agreement RFQ-13-02-PW ("Agreement") with Mitchell & Stark Construction Co., ("Contractor") in September of 2013; and,

WHEREAS, the Town and Contractor subsequently amended said Agreement in August of 2018 with Amendment 8 in the amount of \$6,217,773.54 to include construction of water mains along Estero Boulevard from the bend off the north bridge to Lovers Lane; and,

WHEREAS, Change Order No. 1 to Amendment 8 of the Agreement decreases the contracted amount by \$3,008,520.05 and extends the date of final completion to January 19th, 2021.

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. Change Order No. 1 to Amendment 8 of the Agreement between the Town and the Contractor attached hereto as "Exhibit A" is hereby approved.

Section 3. The Town Manager is authorized to execute the Change Order and expend budgeted funds on behalf of the Town.

Section 4. 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:

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Councilmember	_____
Bill Veach, Councilmember	_____
Jim Atterholt, Councilmember	_____

ADOPTED this 16th day of February 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day February 2021.

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000). No.: 1

CONTRACT/PROJECT NAME: Town of Fort Myers Beach, Estero Blvd Water Main (Amendment 8)
CONTRACTOR: Mitchell & Stark Construction, Co. PROJECT NO.: RFQ-13-02-PW
CONTRACT NO.: RFQ-13-02-PW BID NO.: RFQ-13-02-PW
CHANGE REQUESTED BY: Christy Cory DATE OF REQUEST: 01/19/2021

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Reconciliation of installed quantities for Work Completed and extension of the contract time.

Purpose of Change Order: To reconcile quantities for Work Completed and to extend the contract time.

Attachments: (List documents supporting change) Change Order 1 Reconciliation Worksheet

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$6,217,773.54
Previous Change Order No. to No.
\$0.00
Contract Price prior to this Change Order
\$6,217,773.54
Net Increase (Decrease) of this Change Order
\$ (3,008,520.05)
Contract Price with all approved Change Orders
\$ 3,209,253.49

CHANGE IN CONTRACT TIME:

Original Contract Time
420 Calendar Days
Net Change from previous Change Orders
0 Calendar Days
Contract Time prior to this Change Order
420 Calendar Days
Net Increase (Decrease) of this Change Order
456 Calendar Days
Contract Time with all approved Change Orders
876 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: [Signature] 1/12/21
Consultant (if applicable) Date
By: [Signature] 1/27/21
Department Director Date

Contracts Management
APPROVED:
Town Attorney Date

ACCEPTED

By: [Signature]
Contractor
Date Accepted: 1/26/21

(CORPORATE SEAL)

TOWN APPROVAL:

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

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

By:
Mayor, Town Council
(Over \$25,000)
Date Approved:

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	CONTRACTED QUANTITY (Prior to this Change Order)	INSTALLED QUANTITY TO DATE	DIFFERENCE	QTY DIFFERENCE x UNIT PRICE	Current Contracted Amount	Reconciled Amount	Reconciled (+) Current Contracted Amount
1	Mobilization/Demobilization	\$ 40,000.00	LS	1	1	0	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -
2	General Requirements, Bonds, Permits	\$ 185,000.00	LS	1	1	0	\$ -	\$ 185,000.00	\$ 185,000.00	\$ -
3	Indemnification	\$ 1,000.00	LS	1	1	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
4	Pre-Construction Video	\$ 7,000.00	LS	1	1	0	\$ -	\$ 7,000.00	\$ 7,000.00	\$ -
5	Locate Utilities in Advance of Construction	\$ 30,000.00	LS	1	1	0	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -
6	Utility Yielding Full Time	\$ 15,000.00	MTH	9	9	0	\$ -	\$ 135,000.00	\$ 135,000.00	\$ -
7	Maintenance of Traffic (Flaggers as needed)	\$ 250.00	MD	40	5.25	-3.75	\$ (58,250.00)	\$ 10,000.00	\$ 78,750.00	\$ (68,750.00)
8	Maintenance of Traffic (Signing, Striping, and Devices Only)	\$ 100,000.00	LS	1	1	0	\$ -	\$ 100,000.00	\$ 100,000.00	\$ -
9	Per Plan Sheets C-301 thru C-306	\$ 1,500.00	EA	36	0	-36	\$ (54,000.00)	\$ 54,000.00	\$ -	\$ (54,000.00)
10	Surveys and As Built Data	\$ 39,900.00	LS	1	1	0	\$ -	\$ 39,900.00	\$ 39,900.00	\$ -
11	Dewatering	\$ 23.00	LF	5760	4321	-1439	\$ (115,414.00)	\$ 227,760.00	\$ 112,346.00	\$ (115,414.00)
12	Relocate Sanitary Sewer Lateral	\$ 2,575.00	EA	100	0	-100	\$ (257,500.00)	\$ 257,500.00	\$ -	\$ (257,500.00)
13	10" DR 14 PVC Water Main	\$ 125.56	LF	4420	4321	-99	\$ (12,433.41)	\$ 555,107.80	\$ 542,674.39	\$ (12,433.41)
14	8" DR 14 PVC Water Main	\$ 95.33	LF	4440	4321	-119	\$ (11,344.27)	\$ 421,265.20	\$ 411,620.93	\$ (9,644.27)
15	6" DR 14 PVC Water Main	\$ 108.31	LF	400	433	33	\$ 3,532.93	\$ 43,324.00	\$ 46,856.93	\$ (3,532.93)
16	4" DR 14 PVC Water Main (Half Side Laterals)	\$ 97.96	LF	106	230	124	\$ 11,755.20	\$ 10,394.00	\$ 22,149.20	\$ (11,755.20)
17	4" DR 14 PVC Water Main (Bay Side Under Sidewalk)	\$ 81.01	LF	340	830.5	490.5	\$ 39,753.41	\$ 27,543.40	\$ 67,296.81	\$ (39,753.41)
18	Connect to Ex 8" Water Main	\$ 3,338.07	EA	4320	793	-3527	\$ (12,167,608.27)	\$ 267,883.20	\$ 48,173.93	\$ (267,883.20)
19	Connect to Ex 10" Water Main	\$ 2,870.44	EA	1	1	0	\$ -	\$ 2,870.44	\$ 2,870.44	\$ -
20	Connect to Ex 2" Water Main	\$ 2,352.00	EA	2	1	-1	\$ (2,352.00)	\$ 4,724.00	\$ -	\$ (2,352.00)
21	8" Hot Tap and Connection Side Streets	\$ 2,880.00	EA	2	0	-2	\$ (5,760.00)	\$ 5,760.00	\$ -	\$ (5,760.00)
22	Install new Water Meter & Reconnect (Meter by Others)	\$ 6,158.00	EA	7	0	-7	\$ (42,706.00)	\$ 6,158.00	\$ -	\$ (42,706.00)
23	1" Water Service Short	\$ 197.86	EA	123	117	-6	\$ (1,187.28)	\$ 64,071.00	\$ -	\$ (1,187.28)
24	1-1/2" Water Service Short	\$ 2,174.32	EA	118	79	-39	\$ (84,758.48)	\$ 24,339.24	\$ 23,151.96	\$ (1,187.28)
25	2" Water Service Short	\$ 2,391.52	EA	4	3	-1	\$ (2,391.52)	\$ 256,569.76	\$ 171,771.28	\$ (84,788.48)
26	16" Water Tap and Valve	\$ 3,258.72	EA	1	5	4	\$ 12,835.20	\$ 3,258.72	\$ 11,827.60	\$ (8,568.88)
27	12" Water Tap and Valve	\$ 18,250.00	EA	2	1	-1	\$ (18,250.00)	\$ 36,500.00	\$ 18,250.00	\$ (18,250.00)
28	18" Line Stop and Cap	\$ 8,854.00	EA	2	1	-1	\$ (8,854.00)	\$ 17,708.00	\$ 8,854.00	\$ (8,854.00)
29	12" Line Stop and Cap	\$ 15,753.38	EA	3	0	-3	\$ (47,260.14)	\$ 34,256.00	\$ 11,420.00	\$ (22,836.00)
30	12" Tee or Bend	\$ 11,432.00	EA	3	1	-2	\$ (22,864.00)	\$ 34,256.00	\$ 11,420.00	\$ (22,836.00)
31	18x10 Tee	\$ 2,251.84	EA	2	2	0	\$ -	\$ 4,503.68	\$ 4,503.68	\$ -
32	16x10 Tee	\$ 2,621.02	EA	4	5	1	\$ 2,726.84	\$ 10,070.36	\$ 13,634.20	\$ (3,563.84)
33	10" Tee or Bend	\$ 2,693.08	EA	4	8	4	\$ 10,772.32	\$ 10,772.32	\$ 16,168.36	\$ (5,396.04)
34	10x6 Tee	\$ 1,330.70	EA	6	11	5	\$ 6,583.60	\$ 7,914.20	\$ 14,637.70	\$ (6,723.50)
35	10x4 Tee	\$ 1,220.00	EA	2	5	3	\$ 3,660.00	\$ 2,440.00	\$ 6,100.00	\$ (3,660.00)
36	8" Tee or Bend	\$ 1,000.00	EA	43	38	-5	\$ (5,000.00)	\$ 43,344.00	\$ 38,288.00	\$ (5,056.00)
37	8x6 Tee	\$ 945.11	EA	7	14	7	\$ 6,615.77	\$ 6,615.77	\$ 13,231.54	\$ (6,615.77)
38	6" Tee or Bend	\$ 399.40	EA	1	1	0	\$ -	\$ 89.40	\$ 89.40	\$ -
39	4" Tee or Bend	\$ 1,134.50	EA	4	1	-3	\$ (3,343.64)	\$ 1,134.50	\$ 10,210.50	\$ (9,076.00)
40	16" Vertical Deflection	\$ 1,019.13	EA	18	43	25	\$ 24,339.24	\$ 19,172.80	\$ 43,361.30	\$ (24,188.50)
41	10" Vertical Deflection	\$ 9,572.76	EA	16	1	-15	\$ (144,711.88)	\$ 150,595.20	\$ 28,724.28	\$ (121,870.92)
42	10" Gate Valve	\$ 6,287.20	EA	16	1	-15	\$ (94,395.20)	\$ 100,595.20	\$ 6,287.20	\$ (88,108.00)
43	8" Gate Valve	\$ 7,414.40	EA	6	3	-3	\$ (22,243.20)	\$ 44,488.40	\$ 22,243.20	\$ (22,245.20)
44	6" Gate Valve	\$ 2,531.54	EA	10	9	-1	\$ (2,531.54)	\$ 25,315.40	\$ 22,163.68	\$ (3,151.72)
45	4" Gate Valve	\$ 1,372.38	EA	14	5	-9	\$ (15,413.32)	\$ 25,315.40	\$ 18,162.15	\$ (7,153.25)
46	Bore 10" Road Crossing	\$ 1,305.89	EA	4	4	0	\$ -	\$ 5,223.56	\$ 5,223.56	\$ -
47	Bore or Open C/S 4" Road Crossing	\$ 21,770.00	EA	7	37	30	\$ (658,260.00)	\$ 148,180.00	\$ 165,895.00	\$ (17,715.00)
48	Remove Fire Hydrant	\$ 33,180.00	EA	4	8	4	\$ (132,720.00)	\$ 132,720.00	\$ 165,895.00	\$ (32,675.00)
49	Fire Hydrant	\$ 600.00	EA	5	2	-3	\$ (1,800.00)	\$ 3,000.00	\$ 1,000.00	\$ (2,000.00)
50	Air Release Valve	\$ 7,307.97	EA	12	10	-2	\$ (14,615.94)	\$ 87,895.64	\$ 73,079.70	\$ (14,815.94)
51	Grout and Abandon Ex. 10" Water Main	\$ 16.00	LF	4420	4377	-43	\$ (688.00)	\$ 25,864.43	\$ -	\$ (25,864.43)
52	Grout and Abandon Ex. 10" Water Main	\$ 8.00	LF	4440	4377	-63	\$ (504.00)	\$ 53,280.00	\$ 70,032.00	\$ (16,752.00)
53	Remove Ex. 12" AC Water Main	\$ 125.00	LF	1292	0	-1292	\$ (161,500.00)	\$ 3,200.00	\$ -	\$ (158,300.00)
54	Remove Ex. 8" AC Water Main	\$ 120.00	LF	1952	0	-1952	\$ (234,240.00)	\$ 181,500.00	\$ -	\$ (55,740.00)
55	AC Pipe Cut-Out and leave in place	\$ 115.00	LF	1084	0	-1084	\$ (124,860.00)	\$ 234,240.00	\$ -	\$ (110,880.00)
56	Remove Ex. Water Main 4" thru 12" (non A-C pipe)	\$ 100.00	LF	200	329	129	\$ (12,900.00)	\$ 124,680.00	\$ -	\$ (112,180.00)
57	Remove Old WM Valves (LDOY Strip)	\$ 40.00	EA	100	0	-100	\$ (4,000.00)	\$ 20,000.00	\$ 32,900.00	\$ (12,900.00)
58	Full Depth Paving Removal	\$ 350.00	EA	100	0	-100	\$ (35,000.00)	\$ 5,000.00	\$ -	\$ (4,500.00)
59	Temp Paving Estero Blvd (6" BCBC on rolled sub-grade, maintenance excluded)	\$ 14.00	SV	4870	4108	-762	\$ (10,668.00)	\$ 68,150.00	\$ 57,512.00	\$ (10,638.00)
60	Temp Paving Local Roads (6" BCBC on rolled sub-grade, maintenance excluded)	\$ 169.50	TONS	1700	1550.7	-149.3	\$ (25,157.05)	\$ 286,450.00	\$ 281,292.85	\$ (5,157.15)
61	Temp Paving 4 Service Line (6" BCBC on rolled sub-grade, maintenance excluded)	\$ 169.50	TONS	200	33.87	-166.63	\$ (28,026.61)	\$ 33,700.00	\$ 5,873.40	\$ (27,826.60)
62	POC WSP Pricing (LDOY Strip)	\$ 115.20	EA	1178	0	-1178	\$ (134,769.60)	\$ 168,500.00	\$ -	\$ (151,649.60)
63	NOA/POCS Monitoring	\$ 10,000.00	LS	1	0	-1	\$ (10,000.00)	\$ 135,470.00	\$ 45,425.00	\$ (89,045.00)
64	Inlet Protection	\$ 300.00	EA	45	0	-45	\$ (13,500.00)	\$ 13,500.00	\$ -	\$ (13,500.00)
65	General Contingency Allowance	\$ 200,000.00	LS	1	0	-1	\$ (200,000.00)	\$ 200,000.00	\$ -	\$ (200,000.00)
66	Alternate Items	\$ 300,000.00	LS	1	0	-1	\$ (300,000.00)	\$ 300,000.00	\$ -	\$ (300,000.00)
67	Pedestrian Delinquent Rental (2 Phases if sufficient room)	\$ 320,000.00	LS	1	0	-1	\$ (320,000.00)	\$ 320,000.00	\$ -	\$ (320,000.00)
68	Pedestrian Delinquent Rental One Time	\$ 15,000.00	LS	1	0	-1	\$ (15,000.00)	\$ 15,000.00	\$ -	\$ (15,000.00)
69	Temp Paving Estero Blvd (For maintenance as needed)	\$ 168.50	TONS	1000	0	-1000	\$ (168,500.00)	\$ 168,500.00	\$ -	\$ (168,500.00)
70	Pave for Temporary Paving Maintenance	\$ 250.00	MD	20	0	-20	\$ (5,000.00)	\$ 5,000.00	\$ -	\$ (5,000.00)
71	Reset Valve Boxes and Meter Boxes as needed (LDOY Strip)	\$ 325.00	EA	500	0	-500	\$ (162,500.00)	\$ 162,500.00	\$ -	\$ (162,500.00)
72	Allowance to adjust new Water Mains (LDOY Strip)	\$ 25,000.00	Allow	1	0	-1	\$ (25,000.00)	\$ 25,000.00	\$ -	\$ (25,000.00)
73	Allowance to repair Ex WM (if required)	\$ 25,000.00	Allow	1	0	-1	\$ (25,000.00)	\$ 25,000.00	\$ -	\$ (25,000.00)
TOTAL CHANGE ORDER #1 RECONCILIATION								\$ 6,217,773.54	\$ 3,209,253.49	\$ (3,008,520.05)

1. **Requested Motion:**

Meeting Date: February 16, 2021

Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.

Why the action is necessary:

To close out the pending contracts per State requirements.

What the action accomplishes:

Final balancing change orders for Estero Boulevard Phase 1 - Phase 3B

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Estero Boulevard Water Main Phase 1- Phase 3B

- Phase 1 (Amendment 6) with a decrease in contract amount of \$294,575.84
- Phase 2 (Amendment 7) with a decrease in contract amount of \$848,954.69
- Phase 3A (Amendment 8) with a decrease in contract amount of \$3,008,520.05
- **Phase 3B (Amendment 9) with a decrease in contract amount of \$2,276,723.09**

Total savings less than contract award amount: \$6,428,773.67

Effective date of final Change Orders: January 19th, 2021

**Blue sheet numbers: 2021-152, 2021-173, 2021-174 and 2021-175 separated for resolution purposes.

Attachments:

1. 21-08, RFQ-13-02-PW Amendment 9 Change Order 1-C1
2. Amendment 9 Change Order 1

Financial Impact:

6. **Alternative Action**

Do not approve

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NUMBER 2021-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO AMENDMENT 9 OF THE DESIGN-BUILD AGREEMENT RFQ-13-02-PW BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$2,276,723.09; EXTENDING THE FINAL COMPLETION DATE TO JANUARY 19TH, 2021; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; 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 entered into a Design Build Agreement RFQ-13-02-PW ("Agreement") with Mitchell & Stark Construction Co., ("Contractor") in September of 2013; and,

WHEREAS, the Town and Contractor subsequently amended said Agreement in April of 2019 with Amendment 9 in the amount of \$5,075,373.47 to include construction of water mains along Estero Boulevard from the bend off the north bridge to Lovers Lane; and,

WHEREAS, Change Order No. 1 to Amendment 9 of the Agreement decreases the contracted amount by \$2,276,723.09 and extends the date of final completion to January 19th, 2021.

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. Change Order No. 1 to Amendment 9 of the Agreement between the Town and the Contractor attached hereto as "Exhibit A" is hereby approved.

Section 3. The Town Manager is authorized to execute the Change Order and expend budgeted funds on behalf of the Town.

Section 4. 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:

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Councilmember	_____
Bill Veach, Councilmember	_____
Jim Atterholt, Councilmember	_____

ADOPTED this 16th day of February 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day February 2021.

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000). No.: 1

CONTRACT/PROJECT NAME: Town of Fort Myers Beach, Estero Blvd Water Main (Amendment 9)
CONTRACTOR: Mitchell & Stark Construction, Co. PROJECT NO.: RFQ-13-02-PW
CONTRACT NO.: RFQ-13-02-PW BID NO.: RFQ-13-02-PW
CHANGE REQUESTED BY: Christy Cory DATE OF REQUEST: 01/19/2021

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Reconciliation of installed quantities for Work Completed and extension of the contract time.

Purpose of Change Order: To reconcile quantities for Work Completed and to extend the contract time.

Attachments: (List documents supporting change) Change Order 1 Reconciliation Worksheet

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$ 5,075,373.47
Previous Change Order No. to No.
\$ 0.00
Contract Price prior to this Change Order
\$ 5,075,373.47
Net ~~Increase~~ (Decrease) of this Change Order
\$ (2,276,723.09)
Contract Price will all approved Change Orders
\$ 2,798,650.39

CHANGE IN CONTRACT TIME:

Original Contract Time
410 Calendar Days
Net Change from previous Change Orders
0 Calendar Days
Contract Time prior to this Change Order
410 Calendar Days
Net ~~Increase~~ (Decrease) of this Change Order
226 Calendar Days
Contract Time with all approved Change Orders
636 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:
By: [Signature] 1/11/21
Consultant (if applicable) Date
By: Christy Cory 1/27/21
Department Director Date

Contracts Management
APPROVED:
Town Attorney Date

ACCEPTED
By: [Signature]
Contractor
Date Accepted: 1/26/2021

(CORPORATE SEAL)

TOWN APPROVAL:
By: _____
Finance Director (Under \$25,000)
Date Approved: _____

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

By: _____
Mayor, Town Council
(Over \$25,000)
Date Approved: _____

Page 1 of 1

1. Requested Motion:

Meeting Date: February 16, 2021

Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Phase 4 Joint Outfalls ITB-17-24-PW.

Phase 4 Joint Outfalls with a decrease in contract amount of \$674,992.72.

Effective date of final Change Order: February 16th, 2021.

Why the action is necessary:

To close out the pending contract per State requirement.

What the action accomplishes:

Final balancing change order for Phase 4 Joint Outfalls.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Attachments:

1. 21-09, ITB-17-24-PW Phase 4 Joint Outfalls Change Order 10

Financial Impact:

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve.

8. Recommended Approval:

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/5/2021
Approved - 2/5/2021
Approved - 2/8/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NUMBER 2021-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 10 TO CONTRACT ITB-17-24-PW BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$674,992.72; EXTENDING THE FINAL COMPLETION DATE TO FEBRUARY 16TH, 2021; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Fort Myers Beach, Florida ("Town") entered into Contract ITB-17-24-PW ("Contract") with Mitchell & Stark Construction Co., ("Contractor") in July of 2017 for construction of water and stormwater improvements; and,

WHEREAS, Change Order No. 10 to the Contract decreases the contracted amount by \$674,992.72 and extends the date of final completion date to February 16th, 2021.

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

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Change Order No. 10 to the Contract between the Town and the Contractor attached hereto as "Exhibit A" is hereby approved.

Section 3. The Town Manager is authorized to execute the Change Order.

Section 4. 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:

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Councilmember	_____
Bill Veach, Councilmember	_____
Jim Atterholt, Councilmember	_____

ADOPTED this _____ day of _____ 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of _____ 2021.

1. Requested Motion:

Meeting Date: February 16, 2021

Authorize the Town Manager to execute an agreement between The Town of Fort Myers Beach and Angie Brewer & Associates, LC, piggybacking the Collier County Agreement per the Town procurement ordinance. Angie Brewer & Associates, LC. will provide State Loan Funding and related grant management services to include Planning, Application, Administration, Compliance and Program Management Services for the SRF Program or other grant and/or loan funding sources.

Why the action is necessary:

Authorizes new contract for Angie Brewer & Associates, LC. to provide consulting services to the Town of Fort Myers Beach.

What the action accomplishes:

Authorizes new contract.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Attachments:

1. 21-10, Angie Brewer & Associates Contract-C1
2. Professional Services Agreement
3. EXHIBIT A - COLLIER COUNTY AGREEMENT

Financial Impact:

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve.

8. Recommended Approval:

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/8/2021
Approved - 2/8/2021
Approved - 2/8/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NO. 21-10

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANGIE BREWER & ASSOCIATES, LC. ON THIS 16TH DAY OF FEBRUARY, 2021; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT AGREEMENT AND EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY 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 Code of Ordinances allows for "piggybacking" agreements and contracts that have been competitively procured by other local governments; and

WHEREAS, pursuant to this procedure, the Town is allowed to piggyback an existing government agreement or contract, and there is no need to obtain formal or informal quotations, proposals or bids; and

WHEREAS, the Town desires to "piggyback" on an existing agreement between the Collier County and Angie Brewer & Associates, LC. ("Consultant"), whereby Consultant will provide the Town with professional consulting services. ("Agreement").

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

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

Section 2. The Agreement between the Town and Consultant for the provision of consulting services as attached and incorporated herein as Exhibit "A" is approved, and the Town Mayor is authorized to execute the Agreement and the Town Manager is authorized to expend budgeted funds on behalf of the Town.

Section 3. 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 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of February 2021.

The foregoing Resolution was offered by _____, who moved its adoption. The motion was seconded by _____, and upon being put to a vote the vote was as follows:

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Council Member	_____
Jim Atterholt, Councilmember	_____
Bill Veach, Councilmember	_____

TOWN OF FORT MYERS BEACH

Ray Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day February 2021.

CONSULTANT AGREEMENT

AGREEMENT, made and entered into on _____, 20__, by and between Angie Brewer & Associates, LC, hereinafter referred to as the “Consultant” and the Town of Fort Myers Beach, hereinafter referred to as the “Client”.

Whereas, the Client desires to obtain the services of the Consultant for Funding Management Services to include Planning, Application, Administration, Compliance and Program Management Services for the SRF Program or other grant and/or loan funding sources; and

Whereas, the Consultant desires to provide services to the Client, to assist with the successful Funding Management Services to include Planning, Application, Administration, Compliance and Program Management Services for the SRF Program or other grant and/or loan funding sources; and

Whereas, on the 9th day of June, 2020, the Consultant was awarded a contract with Collier County, Florida, pursuant to Request for Proposal Solicitation 20-7690 – Loan and/or Grant Acquisition and Compliance Services (the “Collier County Agreement”); and

Whereas, the Collier County Agreement provides for an initial term commencing June 9, 2020 and continuing until June 9, 2023 with two (2) optional one (1) year renewals; and

Whereas, the Town of Fort Myers Beach has determined that utilizing the procurement process conducted by Collier County and the execution of this contract is beneficial to the citizens of the Town of Fort Myers Beach;

NOW, THEREFORE, in consideration of the premises aforesaid and the covenants and agreements hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. **Commencement.** The Consultant shall commence the Work immediately upon receipt of a Purchase Order, Notice to Proceed or signed Task Authorization from the Client.
2. **Scope.** The Consultant agrees to provide all necessary and proper Funding Management Services to include Planning, Application, Administration, Compliance and Program Management Services for the SRF Program or other grant and/or loan funding sources as outlined in the written proposals to be submitted by the Consultant to the Client.
3. **Payment.** The Consultant will provide services as required by the project on a “Lump Sum” or a Task Completion basis. The Client shall make payment to the Consultant within 30 days of receipt of an invoice for services performed. No costs will be incurred by the Consultant above the limit authorized without prior approval from the Client.
4. **Notices.** All notices from the Client to the Consultant shall be mailed to the following address:

Angie Brewer & Associates, LC
9080 58th Drive East, Suite 200
Bradenton, Florida 34202

All notices from the Consultant to the Client shall be mailed to the address given to the Consultant for:

Either party may provide notice to the other of any change in contact or mailing address as set forth above.

5. **No Partnership.** Nothing herein contained shall create or be construed as creating a partnership between the Client and the Consultant.
6. **Default and Termination.** Upon the failure of either party to perform pursuant to the terms of this Agreement, either party may terminate this agreement upon thirty (30) days written notice. The Consultant shall be compensated for all services provided and costs incurred related to this Agreement through the date of termination. The defaulting party may cure, during the notice period, and this agreement shall remain in full force and effect.
7. **Agreement.** This Agreement is the entire Agreement of the parties and consists of the attached component parts, all of which are as fully a part of the Agreement as if herein set out verbatim.
8. **Changes.** Within the general scope of this Agreement the Client may, at any time, by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and/or time of performance.
9. **Compliance.** The Consultant shall comply with all local, state and federal laws relative to the performance of these services.
10. **Insurance.** The Consultant will provide proof of all applicable and available insurance required by the Client.
11. **Performance.** The Client is to provide cooperation and information to the Consultant, as reasonably required, to assist the Consultant in the performance of its obligations pursuant to this Agreement. Consultant shall be the sole liaison between all parties and funding agencies involved with the work authorized under this Agreement. The Client shall provide the Consultant all requested information, instructions and requests for any actions on a timely basis to allow the appropriate performance of Consultant's work.
12. **Indemnity and Liability.** The Client hereby indemnifies and holds Consultant, its directors, officers, agents and employees harmless against any and all claims, actions, or demands against Consultant, its directors, officers, agents and employees and against any and

all damages, liabilities or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any all property arising out of the negligent acts, errors, or omissions of the Client under this Agreement. The Consultant hereby indemnifies and holds Client, its directors, officers, agents and employees harmless against any and all claims, actions, or demands against Client, its directors, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any all property arising out of the negligent acts, errors, or omissions of the Consultant under this Agreement.

13. **Standards.** All services hereunder shall be performed by employees, agents, or subcontractors of Consultant who are experienced and skilled in their profession and in accordance with the standards of workmanship in their professions. Consultant's findings, recommendations, and professional advice shall be based on practices and procedures customary in its profession. Proprietary information utilized in the performance of the work by the Consultant shall remain the sole property of the Consultant.
14. **Venue.** In the event of any litigation arising from this Agreement, shall be held in the Circuit Court of the Twelfth (12TH) Judicial Circuit of Florida, in and for Manatee County.
15. **Statutory Labor Rate Changes.** The Parties agree that a change in the State or Federal Minimum Wage Rate will result in a commensurate increase to Hourly Labor Rates, Lump Sum, Task Completion or other compensation under this Agreement.

IN WITNESS WHEREOF, the Client and the Consultant, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first written above.

Town of Fort Myers Beach

Angie Brewer & Associates, LC

By: _____

By: _____

Name and Title

Mark A. Brewer, President
Name and Title

ATTEST:

ATTEST:

Witness:

Witness:

FIRST AMENDMENT TO AGREEMENT #20-7690

FOR

LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES

THIS AMENDMENT is made and entered into on this 24th day of July, 2020, by and between **Angie Brewer & Associates, L.C.**, a Florida limited liability company (the "Vendor") and **Collier County**, a political subdivision of the State of Florida, (the "County"):

WHEREAS, on June 9, 2020 (Agenda Item 16.C.4), the County entered into an Agreement with Vendor to provide loan and/or grant acquisition and compliance services; and

WHEREAS, the Agreement contained a Scrivener's Error on the Exhibit "B" Fee Schedule wherein the percentage shown in line a. on the chart had transposed numbers; and

WHEREAS, the parties desire to amend the Agreement to correct the referenced Scrivener's Error.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the parties as follows:

1. The percentage amount shown in line a. below should equal the fractional amount shown of \$68.00/1,000.
2. The correction is reflected on the chart below.

For all services related to the acquisition or compliance of loans and/or grants:	Estimated % of Cost per \$1,000
a. Under \$2 million	a. \$68.00/1,000 or 6.08 6.80%
b. Between \$2 million and \$5 million	b. \$43.00/1,000 or 4.30%
c. Over \$5 million but less than \$15 million	c. \$31.00/1,000 or 3.10%
d. Between \$15 million and \$25 million	d. \$24.00/1,000 or 2.40%
e. Over \$25 million	e. \$18.00/1,000 or 1.80%

Remainder of Page Left Intentionally Blank
Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Amendment on the date and year first written above.

VENDOR
ANGIE BREWER & ASSOCIATES, L.C.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 
Signature

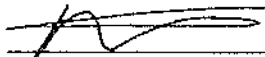
Mark A. Brewer, President
↑Type/print signature and title↑

7/24/20
Date

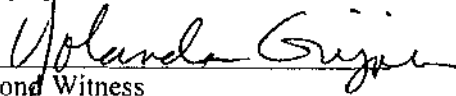
By: 
Sandra Herrera,
Director of Procurement Services Division

7/24/20
Date

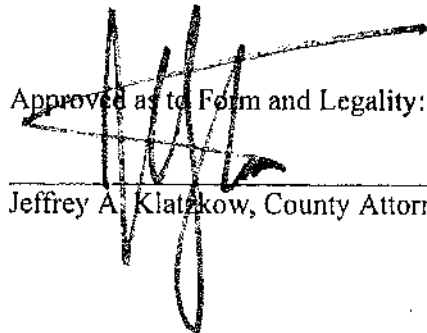
Vendor's Witnesses:


First Witness

Ken Wahlers
↑Type/print witness name↑


Second Witness

Yolanda Grijalva
↑Type/print witness name↑


Approved as to Form and Legality:

Jeffrey A. Klatzkow, County Attorney

1. Requested Motion:

Meeting Date: February 16, 2021

Authorize the Town Manager to execute loan agreement between SRF and The Town of Fort Myers Beach.

Why the action is necessary:

Authorizes loan agreement for Stormwater portions of North Estero Phase 2 Part 2, Tier 1 Side Streets, and North Estero Phase 2 Part 1.

What the action accomplishes:

Authorizes Loan Agreement.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

The Clean Water State Revolving Fund Construction Loan Agreement SW360860 will fund the eligible Stormwater portions of North Estero Phase 2 Part 2, Tier 1 Side Streets, and North Estero Phase 2 Part 1.

The Terms of the Loan are below:

- Principal: \$12,500,000
- Loan Service Fee: \$250,000
- Interest Rate: TBD
- Loan Term: 20 Years
- Semi-Annual Payment Amount: \$318,750
- Semi-Annual Loan Payments Begin: April 14, 2023

Attachments:

1. Resolution 21-11, Loan Agreement SW360860-C2
2. Stormwater Loan Agreement SW360860
3. Resolution 20-50, Authorizing SRF Stormwater Loan application APPROVED: 11-4-2020

Financial Impact:

6. Alternative Action

None

7. Management Recommendations:

Approve

8. Recommended Approval:

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director

Created/Initiated - 2/8/2021
Approved - 2/8/2021

John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Approved - 2/8/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NO. 21-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

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

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach (“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, Florida Statutes provide for loans to local government agencies to finance the planning, design, and construction of stormwater treatment facilities; and

WHEREAS, applicable statutes and administrative rules require the governing body of the borrowing local government agency to authorize the loan application; to designate pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and authorize entering into a loan agreement; and

WHEREAS, the Town intends to construct necessary improvements to its stormwater system (the “Project”) and desires to borrow money from the State Revolving Fund; and

WHEREAS, the State of Florida Department of Environmental Protection has drafted Clean Water State Revolving Fund Construction Loan Agreement SW360860 (“Agreement”); and

WHEREAS, the Town intends to enter into the Agreement under the State Revolving Fund for Project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH 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 Manager is the Town's designated representative authorized to apply for the Agreement to finance the Project; to execute the Agreement and any subsequent amendments, which will become a binding obligation in accordance with its terms when signed by both parties; and carry out the Town's responsibilities under the Agreement. The Town Manager may delegate to appropriate Town staff the responsibility to carry out technical, financial, and administrative activities associated with the Agreement.

Section 3. The revenues pledged for the repayment of the Agreement are the gross revenues derived yearly from the operation of the Town's stormwater system after payment of the operation and maintenance expenses and the satisfaction of all yearly senior debt payment.

Section 4. The legal authority for borrowing moneys to construct this Project is Section 166.111, *Florida Statutes* and Section 403.1835, *Florida Statutes*.

Section 5. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 7. This Resolution shall take effect immediately upon its adoption.

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

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Councilmember	_____
Bill Veach, Councilmember	_____
Jim Atterholt, Councilmember	_____

ADOPTED this 16th day of February 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of February 2021.

FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

AND

TOWN OF FORT MYERS BEACH, FLORIDA

CLEAN WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

SW360860

Florida Water Pollution Control Financing Corporation
1801 Hermitage Boulevard
Tallahassee, Florida 32308

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

<u>CONTENTS</u>	<u>PAGE</u>
ARTICLE I – DEFINITIONS	2
1.01. WORDS AND TERMS.....	2
1.02. CORRELATIVE WORDS.	5
ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS	5
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.	5
2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS.	7
2.03. LEGAL AUTHORIZATION.....	13
2.04. AUDIT AND MONITORING REQUIREMENTS.....	13
ARTICLE III - LOAN REPAYMENT ACCOUNT	16
3.01. LOAN DEBT SERVICE ACCOUNT.....	16
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.	16
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.....	16
3.04. ASSETS HELD IN TRUST.....	16
ARTICLE IV - PROJECT INFORMATION	17
4.01. PROJECT CHANGES.....	17
4.02. TITLE TO PROJECT SITE.....	17
4.03. PERMITS AND APPROVALS.....	17
4.04. ENGINEERING SERVICES.....	17
4.05. PROHIBITION AGAINST ENCUMBRANCES.....	17
4.06. COMPLETION MONEYS.....	17
4.07. CLOSE-OUT.	17
4.08. LOAN DISBURSEMENTS.	18
ARTICLE V - RATES AND USE OF THE STORMWATER SYSTEM.....	18
5.01. RATE COVERAGE.	18
5.02. NO FREE SERVICE.	18
5.03. RESERVED.....	19
5.04. NO COMPETING SERVICE.....	19
5.05. MAINTENANCE OF THE STORMWATER SYSTEMS.	19
5.06. ADDITIONS AND MODIFICATIONS.	19
5.07. COLLECTION OF REVENUES.	19
ARTICLE VI - DEFAULTS AND REMEDIES	19
6.01. EVENTS OF DEFAULT.....	19
6.02. REMEDIES.....	20
6.03. DELAY AND WAIVER.	21
ARTICLE VII - THE PLEDGED REVENUES.....	21
7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION.....	21
7.02. ADDITIONAL DEBT OBLIGATIONS.	22

ARTICLE VIII - GENERAL PROVISIONS	22
8.01. DISCHARGE OF OBLIGATIONS.....	22
8.02. PROJECT RECORDS AND STATEMENTS.....	22
8.03. ACCESS TO PROJECT SITE.....	22
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.....	23
8.05. AMENDMENT OF AGREEMENT.....	23
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.....	23
8.07. SEVERABILITY CLAUSE.	24
8.08. USE AS MATCHING FUNDS.	24
8.09. DAVIS -BACON ACT REQUIREMENT.	24
8.10. AMERICAN IRON AND STEEL REQUIREMENT.	25
8.11. FISCAL SUSTAINABILITY PLAN.	25
8.12. PUBLIC RECORDS ACCESS.....	25
8.13. SCRUTINIZED COMPANIES.	26
8.14. SUSPENSION.	27
ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE.....	27
9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.....	27
9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.	28
9.03. INSURANCE REQUIRED.	28
ARTICLE X - DETAILS OF FINANCING.....	28
10.01. PRINCIPAL AMOUNT OF LOAN.	28
10.02. LOAN SERVICE FEE.....	29
10.03. FINANCING RATE.	29
10.04. LOAN TERM.	29
10.05. REPAYMENT SCHEDULE.	29
10.06. PROJECT COSTS.	30
10.07. PROJECT SCHEDULE.....	31
ARTICLE XI - EXECUTION OF AGREEMENT	32

CLEAN WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

SW360860

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

WHEREAS, pursuant to Sections 403.1835 and 403.1837, Florida Statutes (the “State Act”), the Corporation is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the State of Florida Department of Environmental Protection (the “Department”); and

WHEREAS, in accordance with the provisions of the State Act and a Service Contract dated as of June 1, 2001 (as amended from time to time, the “Service Contract”) between the Corporation and the Department, the Department has responsibility for the performance of various activities in connection with such loans; and

WHEREAS, the Local Borrower applied for the financing of the Project (as hereinafter defined), and the Corporation and the Department has determined that such Project meets all requirements for a loan and have agreed to make a loan to the Local Borrower as set forth in this Agreement (the “Loan”); and

WHEREAS, in accordance with the provisions of a Master Trust Indenture dated as of June 1, 2001 (as supplemented and amended from time to time, the “Indenture”) between the Corporation and U.S. Bank Trust National Association, as trustee (together with any successor trustee, the “Trustee”), the Corporation is authorized to issue bonds (the “Bonds”) from time to time to fund loans pursuant to the State Act and to refund bonds issued by the Corporation; and

WHEREAS, the Loan and all payments of principal and interest thereon, including prepayments, and all proceeds thereof, but excluding the Loan Service Fee (as such term is hereinafter defined), have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds; and

WHEREAS, pursuant to the provisions of the State Act, the Service Contract and the Indenture, and as provided herein, the Corporation and the Department will cooperate to assure continuing compliance with the various requirements and separate duties and responsibilities arising from the issuance of the Bonds and the loans made by the Corporation.

NOW, THEREFORE, in consideration of the Corporation loaning money to the Local Borrower, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I – DEFINITIONS

1.01. WORDS AND TERMS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this construction loan agreement.
- (2) “Authorized Representative” shall mean the official or officials of the Local Borrower authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Capitalized Interest” shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) “Code” means the Internal Revenue Code of 1986, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable.
- (5) “Defeasance Obligations” means:
 - (a) Direct obligations of, or obligations the prompt payment of principal and interest on which are fully guaranteed by, the United States of America which are not callable prior to maturity (except at the option of the holder thereof);
 - (b) Bonds, debentures, notes or other evidences of indebtedness issued or fully insured or guaranteed by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States of America and which are not callable prior to maturity (except at the option of the holder thereof);
 - (c) Resolution Funding Corp. (REFCORP) obligations which are not callable prior to maturity (except at the option of the holder thereof); and
 - (d) Obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable prior to maturity or as to which irrevocable determination to call such obligations prior to maturity shall have been made by the issuer thereof, and for the payment of the principal of, premium, if any, and interest on which provision shall have been made by the irrevocable deposit with a bank or trust company acting as a trustee or escrow agent for owners of such obligations of securities described in clauses (a), (b) or (c), the maturing principal of and interest on which, when due and payable, will provide sufficient moneys to pay when due the principal of, premium, if any, and interest on such obligations, and which securities are not available to satisfy any other claim, including any claim of the trustee or escrow agent or of any person claiming through the trustee or escrow agent or to whom the trustee or escrow agent may be obligated.

(6) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State and insured by the Federal Deposit Insurance Corporation.

(7) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(8) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(9) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(10) “Fiscal Sustainability Plan” shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(11) “Fiscal Year” shall mean the period commencing on October 1 of each year and ending on September 30 of the succeeding year.

(12) “Grant Allocation Assessment” shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. After paying or providing for the payment of debt service on the Bonds, the Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(13) “Gross Revenues” shall mean all income or earnings received by the Local Borrower from the ownership or operation of its Stormwater System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Stormwater System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Stormwater System.

(14) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(15) “Loan Application” shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(16) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Borrower for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(17) “Loan Service Fee” shall mean an origination fee which shall be paid by the Local Borrower.

(18) “Local Governmental Entity” means a county, municipality, or special district.

(19) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Local Borrower to the Loan Debt Service Account.

(20) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Stormwater System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(21) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Stormwater System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(22) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct stormwater improvements in accordance with the plans and specifications accepted by the Department for the following contracts:

- (a) “Tier 1 Side Streets Water and Stormwater Improvements”; and
- (b) “North Estero Phase 2 Part 1 Water and Stormwater Improvements”; and
- (c) “North Estero Phase 2 Part 2 Water and Stormwater Improvements”.

The Project is in agreement with the planning documentation accepted by the Department effective February 20, 2017. A Florida Categorical Exclusion Notification was published on January 11, 2017 and no adverse comments were received.

(23) “Semiannual Loan Payment” shall mean the payment due from the Local Borrower at six-month intervals.

(24) “Stormwater System” shall mean all devices and facilities owned by the Local Borrower for collection, transmission, detention, retention, treatment, and management of stormwater.

(25) “State” means the State of Florida.

(26) “Tax-Exempt Bonds” means Bonds the interest on which is intended on their date of issuance to be excludable from gross income of the holders thereof for federal income tax purposes.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower warrants, represents and covenants that:

(1) The Local Borrower has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Borrower currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Borrower’s knowledge, threatened, which seeks to restrain or enjoin the Local Borrower from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Borrower knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Borrower shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Borrower shall release and hold harmless the State, its agencies, the Corporation, and each of their respective officers, members, and employees from any claim arising in connection with the Local Borrower’s actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Borrower representations to the Corporation and the Department, pursuant to the Loan Application and this Agreement, were and are true and accurate as of the date the Loan Application and this Agreement were each executed by the Local Borrower. The financial information delivered by the Local Borrower to the Department was current and correct as of the date such information was delivered. The Local Borrower shall comply with Chapter 62-

503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or this Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Borrower shall take such action as to comply with this agreement.

(8) The Local Borrower shall maintain records using generally accepted governmental accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Borrower shall keep accounts of the Stormwater System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Stormwater System, and of the Pledged Revenues, Loan disbursement receipts and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Borrower's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Borrower shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Borrower shall collect such funds for application as provided herein. The Local Borrower shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Borrower to levy or appropriate ad valorem tax revenues; or preventing the Local Borrower from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Borrower shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Borrower agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Borrower are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Borrower covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Borrower covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Borrower shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

(14) The Local Borrower shall take such actions, shall furnish and certify to such information and execute and deliver and cause to be executed and delivered such documents, certificates and opinions as the Corporation and/or the Department may reasonably require in connection with the Bonds, including, without limitation, any necessary continuing disclosure undertaking meeting the requirements of Securities and Exchange Commission Rule 15c2-12.

2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower acknowledges that the Corporation may issue Tax-Exempt Bonds with which to fund the Loan to the Local Borrower and that the maintenance of the tax-exempt status of any such Tax-Exempt Bonds will depend, in part, on the Local Borrower's compliance with the provisions of this Agreement. Accordingly, the Local Borrower warrants, represents and covenants that:

(1) Notwithstanding any other provisions of this Agreement, including specifically Section 2.02(8), if the Local Borrower shall be notified by the Corporation or the Department as of any date that any payment is required to be made to the United States Treasury in respect of Tax-Exempt Bonds the proceeds of which were used to fund the Loan (hereafter, the "Applicable Tax-Exempt Bonds"), and such payment is due to the failure of the Local Borrower to comply with this Agreement, the Local Borrower shall pay to the Trustee (for deposit to the applicable Subaccount of the Rebate Account established by the Indenture) the amount specified in the notice by the Corporation or the Department.

(2) The Local Borrower is a "governmental person" (as defined in Treasury Regulations §1.141-1(b)) (a "Governmental Unit") and it owns and operates the Project.

(3) The Local Borrower will not take any action or omit to take any action, which action or omission will adversely affect the exclusion from gross income of the interest on the Applicable Tax-Exempt Bonds for federal income tax purposes or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, and in the event of such action or omission, promptly upon having such brought to its attention, it will take such reasonable actions based upon an opinion of any attorney or firm of attorneys of recognized standing and experience in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds and which attorney or firm of attorneys is acceptable to the Corporation ("Bond Counsel"), and in all cases at the sole expense of the Local Borrower, as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly, use or permit the use of any proceeds of the Applicable Tax-Exempt Bonds or any other funds of the Local Borrower, or take or omit to take any action, that would cause the Applicable Tax-Exempt Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code or to fail to meet any other applicable requirement of Sections 141, 148, 149 and 150 of the Code or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. To that end, the Local Borrower will comply with all requirements of Sections 141, 148, 149 and 150 of the Code to the extent such provisions apply to the Applicable Tax-Exempt Bonds. In the event that at any time the Corporation or the Department is of the opinion that it is necessary to restrict or limit the yield on the investment of

any moneys held by the Local Borrower, the Corporation or the Department shall so instruct the Local Borrower in writing and the Local Borrower shall so restrict the yield.

(4) The Local Borrower (or any “related party”, as defined in Treasury Regulations §1.150-1(b)) is prohibited from purchasing and shall not purchase any Applicable Tax-Exempt Bonds other than purchases in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(5) The Local Borrower will take no action, or permit or suffer any action or event, which will cause any of the Applicable Tax-Exempt Bonds to be or become a “private activity bond” within the meaning of the Code. To that end, the Local Borrower will not permit more than 5% of the Project or portion thereof financed with Tax-Exempt Bonds to be used for a Private Business Use. The term “Private Business Use” means use directly or indirectly in a trade or business or any other activity carried on by any Private Person other than use as a member of, and on the same basis as, the general public. The term “Private Person” means any person other than a Governmental Unit. For this purpose, the United States or any agency or instrumentality thereof is not a Governmental Unit and is therefore a Private Person. For purposes of this paragraph (5), property is considered “used” by a Private Person if:

- (a) it is owned by, or leased, to such Private Person;
- (b) it is operated, managed or otherwise physically employed, utilized or consumed by such Private Person, other than operation or management pursuant to an agreement that meets the conditions described in paragraph (6) below;
- (c) capacity in or output service from such property is reserved or committed to such Private Person under a take-or-pay, output, incentive payment or similar contract or arrangement;
- (d) such property is used to provide service to (or such service is committed to or reserved for) such Private Person on a basis or terms that are different from the basis or terms on which such service is provided (or committed or reserved) to members of the public generally (except possibly for the amount of use and any corresponding rate adjustment);
- (e) such Private Person is a developer and a significant amount of the Project financed with proceeds of Tax-Exempt Bonds serves only a limited area substantially all of which is owned by such Private Person, or a limited group of developers, unless such improvement carries out an essential governmental function, such developer reasonably expects to proceed with all reasonable speed to develop the improvement and property benefited by that improvement, and the improvement is in fact transferred to a Governmental Unit promptly after the property benefited by the improvement is developed; or
- (f) substantial burdens and benefits of ownership of the Project financed with proceeds of Tax-Exempt Bonds are otherwise effectively transferred to such Private Person.

(6) Use of Bond-Financed Property.

(a) For purposes of this Agreement, the use by a Private Person of the Project financed with the proceeds of Tax-Exempt Bonds (the “Bond Financed Property”) pursuant to a Qualified Use Contract (as hereafter defined) shall not be treated as a Private Business Use by such Private Person of such Bond-Financed Property or of funds used to finance or refinance such Bond-Financed Property.

(b) An arrangement under which services are to be provided by a Private Person involving the use of all or any portion of, or any function of, the Bond-Financed Property (for example, management services for an entire facility or a specific department of a facility (“Use Contract”)) is a “Qualified Use Contract” if all of the following conditions are satisfied:

(i) the compensation for services provided pursuant to the Use Contract is reasonable;

(ii) none of the compensation for services provided pursuant to the Use Contract is based on net profits from operation of the Bond-Financed Property or any portion thereof;

(iii) the compensation provided in the Use Contract satisfies one of the following subparagraphs:

(A) At least 95% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 15 years. For purposes of this subparagraph (b), a “periodic fixed fee” means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Bond-Financed Property (e.g., the Consumer Price Index) and a “renewal option” means a provision under which either party to the Use Contract has a legally enforceable right to renew the Use Contract; or

(B) At least 80% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 10 years; or

(C) At least 50% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term; or

(D) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term. A “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(E) All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 3 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the second year of the Use Contract term. A “per-unit fee” means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure); or

(F) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Use Contract, including all renewal options, does not exceed 2 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the first year of the Use Contract term. This subparagraph (F) applies only to (a) Use Contracts under which the Private Person primarily provides services to third parties, or (b) Use Contracts involving the Bond-Financed Property during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Use Contract based on a percentage of gross expenses) (e.g., a Use Contract for general management services for the first year of operations), in which case, the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances for bad debts and contractual and similar allowances) or expenses of the Bond-Financed Facilities, but not more than one.

For purposes of this paragraph (6)(b)(iii), a Use Contract is considered to contain termination penalties if the termination limits the Local Borrower’s right to compete with the Private Person, requires the Local Borrower to purchase equipment, goods, or services from the Private Person, or requires the Local Borrower to pay liquidated damages for cancellation of the Use Contract. Another contract between the Private Person and the Local Borrower (for example, a loan or guarantee by the Private Person) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm’s-length that could operate to prevent the Local Borrower from terminating the Use Contract. A requirement that the Local Borrower reimburse the Private Person for ordinary and

necessary expenses, or restrictions on the hiring by the Local Borrower of key personnel of the Private Person, are not treated as contract termination penalties;

(iv) The Private Person has no role or relationship with the Local Borrower, directly or indirectly, that, in effect, substantially limits the Local Borrower's ability to exercise its rights under the Use Contract, including cancellation rights. This requirement is satisfied if:

(A) The Private Person and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20 percent of the voting power of the governing body of the Local Borrower;

(B) No individual who is a member of the governing body of the Private Person and the Local Borrower is the chief executive officer of the Local Borrower or the Private Person or the chairperson of the governing body of the Local Borrower or the Private Person; and

(C) The Local Borrower and the Private Person are not "related parties" (within the meaning of Treasury Regulations §1.150-1(b)).

(c) The Local Borrower may treat a Use Contract that does not comply with one or more of the criteria of subparagraph (6)(b) as not resulting in Private Business Use of Bond-Financed Property if it delivers to the Corporation and the Department, at its expense, an opinion of Bond Counsel to the effect that to do so would not adversely affect the exclusion from gross income of interest on the Applicable Tax-Exempt Bonds or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(7) Notwithstanding any provision of this Section 2.02, if the Local Borrower provides, at the Local Borrower's expense, to the Corporation and the Department an opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusions from gross income of interest on the Applicable Tax-Exempt Bonds pursuant to Section 103(a) of the Code, the Local Borrower, the Corporation and the Department may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

(8) All tax warranties, representations, covenants and obligations of the Local Borrower contained in this Section 2.02 shall remain in effect and be binding upon the Local Borrower until all of the Applicable Tax-Exempt Bonds have been paid, notwithstanding any earlier termination of this Agreement or any provision for payment of principal of and premium, if any, and interest on the outstanding Applicable Tax-Exempt Bonds and release and discharge of the Indenture.

(9) Amounts deposited from time to time in the Loan Debt Service Account will be used to pay principal and interest within 13 months after the amounts are so deposited.

(10) The Local Borrower has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay principal of, interest and any redemption premium on the Loan other than the Loan Debt Service Account. Except as set forth in the next sentence and except for money referred to in paragraph (9) above, no other money or investment property (including, without limitation, fixed income, equity and other investments) is or will be pledged as collateral or used for the payment of such principal and interest (or for the reimbursement of any others who may provide money to pay that principal and interest), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the Corporation or holders of the Applicable Tax-Exempt Bonds reasonable assurance of the availability of such money or investment property to pay debt service on the Loan or the Applicable Tax-Exempt Bonds.

(11) Except as stated otherwise in this Agreement, no portion of the Loan will be used:

(a) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Corporation, the Local Borrower or any other Governmental Unit,

(b) to replace any proceeds of another issue of tax-exempt bonds that were not expended on the project for which such other issue was issued,

(c) to replace any money that was or will be used directly or indirectly to acquire investments,

(d) to make a loan to any other person or Governmental Unit,

(e) to pay any working capital expenditure other than expenditures identified in Treasury Regulations §1.148-6(d)(3)(ii)(A) and (B) (i.e., issuance costs of the Applicable Tax-Exempt Bonds, qualified administrative costs, reasonable charges for a qualified guarantee or for a qualified hedge, interest on the Loan for a period commencing on the issuance date of the Applicable Tax-Exempt Bonds and ending on the date that is the later of three years from that issuance date or one year after the date on which the Project was or will be placed in service, payments of amounts, if any, pursuant to paragraph (i), and costs, other than those already described, that do not exceed 5% of the sale proceeds of the Applicable Tax-Exempt Bonds and that are directly related to capital expenditures financed or deemed financed by the Applicable Tax-Exempt Bonds), or

(f) to reimburse any expenditures made prior to the issuance date of the Applicable Tax-Exempt Bonds except those that qualify as a reimbursement of prior capital expenditures, based upon an opinion of Bond Counsel, at the expense of the Local Borrower, delivered to the Department and the Corporation.

(12) The Local Borrower does not intend to sell or otherwise dispose of the Project or any portion thereof during the term of the Applicable Tax-Exempt Bonds except for dispositions of property in the normal course at the end of such property's useful life to the Local Borrower.

(13) None of the Semiannual Loan Payments shall be federally guaranteed within the meaning of Section 149(b) of the Code.

2.03. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Borrower's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Borrower and shall constitute a valid and legal obligation of the Local Borrower enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.04. AUDIT AND MONITORING REQUIREMENTS.

The Local Borrower agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$12,500,000	140131

(2) Audits.

(a) In the event that the Local Borrower expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Local Borrower, the Local Borrower must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Borrower shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Borrower shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550

(local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Borrower expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Borrower shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Borrower in which the \$750,000 threshold has not been met. In the event that the Local Borrower expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Borrower's resources obtained from other than State entities).

(d) The Local Borrower is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Borrower should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Borrower directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Borrower directly to the Department at either of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Borrowers, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Borrower from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Borrower shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Borrower shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Borrower agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Borrower is appropriate, the Local Borrower agrees to comply with any additional instructions provided by the Department to the Local Borrower regarding such audit. The Local Borrower understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Borrower will comply with

this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Borrower shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Borrower shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Borrower fails to make a required Monthly Loan Deposit, the Local Borrower's chief financial officer shall notify the Department of such failure. In addition, the Local Borrower agrees to budget, by amendment if necessary, from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give the Corporation a superior claim on any revenues over prior claims of general creditors of the Local Borrower, nor shall it be construed to give the Corporation or the Department the power to require the Local Borrower to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Borrower's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Corporation.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Borrower shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Borrower shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Borrower shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State, shall be employed by, or under contract with, the Local Borrower to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Borrower is prohibited from selling, leasing, or disposing of any part of the Stormwater System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Borrower covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Corporation or the Department to approve additional financing shall not constitute a waiver of the Local Borrower's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by

any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the Trustee for expenses incurred by the Local Borrower upon receipt of a requisition in the form provided under the Indenture executed by the Department. Disbursements shall be made directly to the Local Borrower for reimbursement of the incurred construction costs and related services. A requisition for disbursements shall be made upon receipt by the Department of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the Project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Borrower is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE STORMWATER SYSTEM

5.01. RATE COVERAGE.

The Local Borrower shall maintain rates and charges for the services furnished by the Stormwater System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Borrower shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Local Borrower shall not permit connections to, or furnish any services afforded by, the Stormwater System without making a charge therefore based on the Local Borrower's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Local Borrower shall not allow any person to provide any services which would compete with the Stormwater System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE STORMWATER SYSTEMS.

The Local Borrower shall operate and maintain the Stormwater System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Borrower may make any additions, modifications or improvements to the Stormwater System which it deems desirable and which do not materially reduce the operational integrity of any part of the Stormwater System. All such renewals, replacements, additions, modifications and improvements shall become part of the Stormwater System.

5.07. COLLECTION OF REVENUES.

The Local Borrower shall use its best efforts to collect all rates, fees and other charges due to it. The Local Borrower shall establish liens on premises served by the Stormwater System for the amount of all delinquent rates, fees and other charges where such action is permitted by law.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Borrower by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Borrower contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Borrower shall fail to keep,

observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Borrower, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Borrower, appointing a receiver of any part of the Stormwater System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Borrower, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Stormwater System.

(6) Any bankruptcy, insolvency, or other similar proceeding instituted by, or against, the Local Borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Borrower, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Borrower by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Borrower to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Stormwater System, and to require the Local Borrower to fulfill this Agreement.

(2) By action or suit in equity, require the Local Borrower to account for all moneys received pursuant to this Agreement or from the ownership of the Stormwater System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or the Department.

(4) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Stormwater System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may provide for the payment to the Trustee of the delinquent amount plus a penalty from any unobligated funds due to the Local Borrower under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. A penalty may be imposed in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Borrower, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION.

From and after the effective date of this Agreement, the Corporation shall have a lien on the Pledged Revenues, which along with any other Corporation State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Borrower under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Corporation may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by

the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Borrower may issue additional debt obligations on a parity with, or senior to, the lien of the Corporation on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Borrower demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Stormwater System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Borrower and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding Fiscal Year and all Fiscal Years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Corporation. If at any time the Local Borrower shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Corporation shall be no longer in effect. Deposit of sufficient cash or Defeasance Obligations may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Corporation or its assignees and shall be subject to approval by the Corporation. There shall be no penalty imposed by the Corporation for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Corporation, and the Department for inspection at any reasonable time after the Local Borrower has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Borrower shall provide access to Project sites and administrative offices to authorized representatives of the Corporation and the Department at any reasonable time. The Local Borrower shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Local Borrower hereby expressly acknowledges that the Loan and all payments of principal and interest thereon, and all proceeds thereof, but excluding the Loan Service Fee, have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds and the Trustee shall be entitled to act hereunder, and by the execution of this Agreement the Local Borrower in all respects consents to such assignment. The Corporation, the Department and the Trustee may further assign all or any parts of their rights under this Agreement without the prior consent of the Local Borrower after written notification to the Local Borrower. The Local Borrower shall not assign its rights and obligations under this Agreement without the prior written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with any applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Borrower to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Borrower, suspend or terminate this Agreement.

(1) Failure of the Local Borrower to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Borrower, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Borrower.

In the event that following the execution of this Agreement, the Local Borrower decides not to proceed with this Loan, this Agreement can be cancelled by the Local Borrower, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second-tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. DAVIS -BACON ACT REQUIREMENT.

(1) The Local Borrower shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Borrowers shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Borrowers must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Borrower shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Borrowers must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Borrower's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Borrower has obtained a waiver pertaining to the Project or the Department has advised the Local Borrower that the requirement is not applicable to the Project.

8.11. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Borrower shall either develop and implement a Fiscal Sustainability Plan or certify that it has been developed and implemented a Fiscal Sustainability Plan, that includes the following: An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Borrower that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Borrower shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Borrower shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Borrower to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Borrower in conjunction with this

Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, BY EMAIL AT public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.13. SCRUTINIZED COMPANIES.

(1) The Local Borrower certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower or its subcontractors are found to have submitted a false certification; or if the Local Borrower, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Borrower certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Borrower, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Borrower agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Borrower under this Agreement in the following events, as determined by the Department:

- (1) Local Borrower abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Borrower is rendered improbable or the Department has reasonable grounds to be insecure in the Local Borrower's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Borrower in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Borrower of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

The Local Borrower shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from the Local Borrower prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by the Local Borrower, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification that the Local Borrower and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Borrower by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Borrower shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Borrower shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Stormwater System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State against such damage and destruction risks as are customary for the operation of Stormwater Systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Borrower shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is \$12,500,000, which consists of \$12,500,000 to be disbursed to the Local Borrower and \$0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Borrower, but is amortized via periodic Loan repayments as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

If the total amount disbursed within eighteen months after the effective date of this Agreement is less than half of the Loan proceeds amount authorized for disbursement, the Department may unilaterally reduce the amount authorized for disbursement. Such a reduction would not affect the total authorized Loan amount.

This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-503 of the Florida Administrative Code.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$250,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of \$12,500,000. The Loan Service Fee is estimated at the time of execution of the Loan Agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the Final Amendment. The Local Borrower shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Borrower and returned to the Department before April 1, 2021, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The amount of Loan proceeds authorized for disbursement and associated Capitalized Interest will be treated as the Loan principal for computing the Semiannual Loan Payment. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final

disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs and the Loan Service Fee, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Corporation will deduct the Loan Service Fee and all associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$318,750 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be paid to, and must be received by, the Trustee beginning on April 15, 2023 and semiannually thereafter on October 15 and April 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$12,750,000, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Borrower receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Local Borrower agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)	AUTHORIZED LOAN AMOUNT(\$) TO DATE
Construction and Demolition	13,504,000	<i>Line items may vary</i>
Contingencies	1,350,400	<i>based on Actual</i>
Technical Services After Bid Opening	1,350,400	<i>Disbursements</i>
SUBTOTAL (Disbursable Amount)	16,204,800	12,500,000
Capitalized Interest	0	0
TOTAL (Loan Principal Amount)	16,204,800	12,500,000

10.07. PROJECT SCHEDULE.

The Local Borrower agrees by execution hereof:

(1) This Agreement shall be effective on February 12, 2020. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for October 15, 2022.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than October 15, 2022.

(4) The first Semiannual Loan Payment in the amount of \$318,750 shall be due April 15, 2023.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement SW360860 may be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Chief Executive Officer of the Corporation.

for

FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

Chief Executive Officer

Date

Reviewed and approved by the Corporate Secretary

for

TOWN OF FORT MYERS BEACH

Mayor

Attest:

I attest to the opinion expressed in Section
2.03, entitled Legal Authorization.

Town Clerk

Town Attorney

SEAL

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

Secretary or Designee

RESOLUTION NO. 20-50

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("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, Florida Statutes provide for loans to local government agencies to finance the planning, design, and construction of stormwater treatment facilities; and

WHEREAS, applicable statutes and administrative rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS: the Town intends to construct necessary improvements to its stormwater system (the "Project") and desires to borrow money from the State Revolving Fund; and

WHEREAS, the State Revolving Fund loan priority list designates the Town's Project (Project No. SW36086) as eligible for available funding; and

WHEREAS, the Town intends to enter into a loan agreement with the Florida Department of Environmental Protection under the State Revolving Fund for Project financing ("Loan Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH 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 Manager is authorized to apply for the Loan Agreement from the State Revolving Fund to finance the Project, and is designated as the Town's representative to

carry out the responsibilities under the Loan Agreement, which the Town Manager may delegate to appropriate staff the responsibility to carry out technical, financial, and administrative activities associated with the Loan Agreement.

Section 3. The revenues pledged for the repayment of the Loan Agreement are the gross revenues derived yearly from the operation of the Town's stormwater system after payment of the operation and maintenance expenses and the satisfaction of all yearly senior debt payment. No senior debt obligations pledging these revenues currently exist.

Section 4. The legal authority for borrowing moneys to construct this Project is Section 166.111, *Florida Statutes* and Section 403.1835, *Florida Statutes*.

Section 5. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

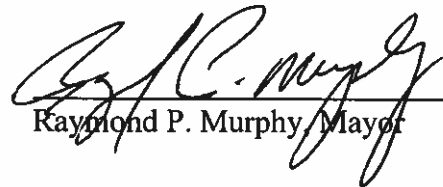
Section 7. This Resolution shall take effect immediately upon its adoption.

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

Ray Murphy, Mayor	aye
Rexann Hosafros, Vice Mayor	aye
Dan Allers, Council Member	aye
Jim Atterholt, Council Member	aye
Bill Veach, Council Member	aye

ADOPTED this 2nd day of November 2020 by the Town Council of the Town of Fort Myers Beach, Florida.

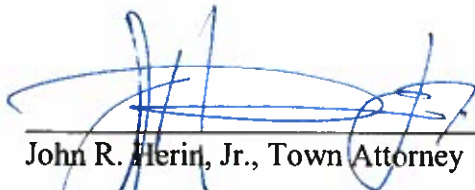
TOWN OF FORT MYERS BEACH


Raymond P. Murphy, Mayor

ATTEST:


Amy Baker, Deputy Town Clerk

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


John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 4 day of Nov. 2020.

1. Requested Motion:

Meeting Date: February 16, 2021

Authorize the Town Manager to execute Change Order 1 for Phase 2 Part 2 Water-SW Technical Services During Construction, increasing the cost amount by \$42,144.00 on proposal 240-000-0111 with Angie Brewer & Associates, LC.

Why the action is necessary:

Approves Change Order for additional Technical Services provided by Angie Brewer & Associates due to extended duration. The original Task Authorization was based on a preliminary schedule. As the project fully developed, the cost increased due to to the extended schedule.

What the action accomplishes:

Approves Change Order

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Attachments:

1. 21-12, AB Proposal 240-000-0111 Change Order 1-C3
2. AB Phase 2 Part 2 Change Order 1

Financial Impact:

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve

8. Recommended Approval:

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NUMBER 21-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO ANGIE BREWER & ASSOCIATES, LC. PROPOSAL 240-000-0111 IN THE AMOUNT OF \$42,144.00 AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER AND EXPEND BUDGETED FUNDS; 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 approved Angie Brewer & Associates, LC ("Consultant") Proposal 240-000-0111 ("Proposal") on October 30, 2020; and,

WHEREAS, Change Order No. 1 to Consultant's Proposal increases the contracted amount by \$42,144.00 to update the costs to more accurately reflect the project schedule.

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. Change Order No. 1 of the Consultant Proposal 240-000-0111 attached hereto as "Exhibit A" is hereby approved.

Section 3. The Town Manager is authorized to execute the Change Order and expend budgeted funds on behalf of the Town.

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

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

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Councilmember	_____
Bill Veach, Councilmember	_____
Jim Atterholt, Councilmember	_____

ADOPTED this 16th day of February 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of February 2021.



Angie Brewer & Associates, LC
 9080 58th Drive East, Suite 200
 Bradenton, Florida 34202
 Ph: (941) 756-5800

Cost Proposal

Project Information

Project Name	Water-SW SRF Tech Services During Construction - PH 2 PT 2
ABA Proposal Number	240-000-0111
Community Name	Town of Fort Myers Beach, FL
Client Name	Town of Fort Myers Beach, FL

Services

Technical Services During Construction	\$ 84,288.00
Change Order 1	\$ 42,144.00
SUBTOTAL	\$ 126,432.00
TOTAL PROPOSAL	\$ 126,432.00

Scope of Services

Scope Attached	Yes
Number of Pages	3
Special Conditions	N/A

Offer and Acceptance

Offered By:	
	Mark A. Brewer, President
	Date: 1/5/2021

Accepted By:	

1. Requested Motion:

Meeting Date: February 16, 2021

Authorize the Town Manager to execute an agreement for Phase 2 Part 1 Water-SW Technical Services During Construction in the amount of \$126,423.72 on proposal 240-000-0113 with Angie Brewer & Associates, LC.

Why the action is necessary:

Approves agreement for Phase 2 Part 1 for Technical Services during construction.

What the action accomplishes:

Approves agreement.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Attachments:

1. 21-13, ABA Proposal 240-000-0113-C1
2. AB Phase 2 Part 1 Technical Services

Financial Impact:

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve

8. Recommended Approval:

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NUMBER 21-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING PROPOSAL 240-000-0113 SUBMITTED BY ANGIE BREWER & ASSOCIATES, LC. FOR TECHNICAL SERVICES DURING CONSTRUCTION ASSOCIATED WITH THE TOWN'S NORTH ESTERO WATER & STORMWATER PROJECT FOR \$126,423.72; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PROPOSAL AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, Angie Brewer & Associates, LC ("Consultant") has presented Proposal 240-000-0113 ("Proposal") for \$126,423.72 to provide technical services during construction associated with the Town's North Estero Phase 2 Part 1 water & stormwater project.

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. Proposal 240-000-0113 for \$126,423.72 to provide technical services during construction associated with the Town's North Estero Phase 2 Part 1 water & stormwater project, attached as Exhibit "A" is approved. The Town Manager is authorized to execute the Proposal and expend budgeted funds on behalf of the Town.

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

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

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Councilmember	_____
Bill Veach, Councilmember	_____
Jim Atterholt, Councilmember	_____

ADOPTED this 16th day of February 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of February 2021.



Angie Brewer & Associates, LC
 9080 58th Drive East, Suite 200
 Bradenton, Florida 34202
 Ph: (941) 756-5800

Cost Proposal

Project Information

Project Name	Water-SW SRF Tech Services During Construction - PH 2 PT 1
ABA Proposal Number	240-000-0113
Community Name	Town of Fort Myers Beach, FL
Client Name	Town of Fort Myers Beach, FL

Services

Technical Services During Construction	\$ 126,423.72
SUBTOTAL	\$ 126,423.72
TOTAL PROPOSAL	\$ 126,423.72

Scope of Services

Scope Attached	Yes
Number of Pages	3
Special Conditions	N/A

Offer and Acceptance

Offered By:	
	Mark A. Brewer, President
	Date: 1/5/2021

Accepted By:	

Scope of Services

Project Information	
Project Name	Water-SW SRF Technical Services during Const. – PH2 PT 1
ABA Proposal Number	240-000-0113
Community Name	Town of Fort Myers Beach, FL
Client Name	Town of Fort Myers Beach, FL

Technical Services During Construction – Phase 2 Part 1

This Scope of Services is based on a 12-month period. Extensions resulting from Construction Contract Change Orders may result in additional costs.

(Monthly - The tasks listed are typical and are anticipated to occur during the project. Each individual task may not occur each month. However, all required work to ensure compliance with the SRF program will be completed during each month.)

Program Coordination	<i>Program Coordination</i> – The Consultant shall coordinate with Town, FDEP, Consulting Engineers, Project Representatives and others as necessary to ensure that all requirements are met. This includes ongoing contact with all personnel related to the project. The Consultant will coordinate and be involved in site visits by funding agency representatives, ie. FDEP, EPA, OIG or DOL. The Consultant shall act as the Liaison between FDEP and the Town to identify and resolve issues regarding the SRF Loan Program. Also, all status and other reporting will be accomplished for successful management and completion of the project.
Funding Reconciliation	<i>Funding Reconciliation</i> – The Consultant shall review and compare the project information with the funding documents to ensure that all SRF requirements are met and consistency between all aspects of the project is achieved.
Processing	<i>Pay Estimate(s)</i> – The Consultant shall provide professional services to review and verify eligible costs per contractor pay estimate. <i>Engineering Invoice(s)</i> – The Consultant shall provide professional services to review and verify eligible costs related to engineering. <i>FDEP Reimbursement Request(s)</i> – The Consultant shall compile required documents and prepare Reimbursement Requests for submittal to FDEP. The Reimbursement Request shall include all properly authorized expenditures for which documentation is available on the date of preparation. The Consultant shall submit the Reimbursement Request to the Engineer for Certification and then to the Town for signature. The Consultant shall be responsible to ensure appropriate parties receive copies of the Reimbursement Request upon receiving the originally signed copy at its office. <i>Change Order(s)</i> – The Consultant shall review and process Construction Contract Change Orders/Field Changes. This will result in a request for eligibility determination to be submitted to FDEP. Upon receipt of eligibility determination, all appropriate project information will be modified to allow for the eventual reimbursement of costs if applicable.

Town of Fort Myers Beach
240-000-0113
Water-SW SRF Technical Services – Phase 2 Part 1
Scope of Services Continued

Program Management	<i>Program Management Meeting(s)</i> – The Consultant shall prepare for and attend Program Management Meetings. Meeting minutes shall be prepared and disseminated to appropriate parties upon completion. These meetings are held for the purpose of discussing FDEP program requirements, reimbursement requests, eligibility requests’ status, construction progress, contract changes/issues, payment procedures/status, monitoring issues, additional funding needs and other information regarding the project. <i>MBE/WBE Monitoring</i> – The Consultant shall provide a form to be completed by the contractor and submitted with each pay estimate. The information submitted by the contractor shall be used to prepare the Minority/Women’s Business Enterprises (MBE/WBE) Utilization Report. This report shall be submitted to the Town and FDEP on a monthly basis during construction. <i>Agency Monitoring Visit(s)</i> – The Consultant shall prepare for and attend agency monitoring visits. The Consultant shall provide responses to any agency questions.
Davis-Bacon Compliance	<i>Contractor Compliance Preparation</i> – The Consultant shall review the contractor and subcontractors current Davis Bacon practices and policies to determine compliance with the funding program and funding agreement requirements. The Consultant shall suggest changes required to ensure compliance with the program requirements. <i>Provide Required Signage</i> – The Consultant shall provide digital or physical copies of required signage with directions for posting the signs. The contractor is responsible for the production and display of the signs. <i>Compliance Monitoring</i> – The Consultant shall provide monthly monitoring of Federal Labor Standards requirements, including labor interviews and verification of information reported by the contractors and subcontractors during construction. <i>Certified Payroll(s)</i> – The Consultant shall provide professional services to review and verify certified payrolls as submitted by the contractors and subcontractors. The Consultant shall prepare detailed exception reports as required. <i>Coordination</i> – The Consultant shall monitor all applicable federal and state regulations. The Consultant shall assist the contractors with conformance of additional wage rates as required for the program.
American Iron and Steel (AIS) Compliance	<i>Contractor Compliance Preparation</i> – The Consultant shall review the contractor and subcontractors current materials acquisition processes to determine compliance with the funding program and funding agreement requirements. The Consultant shall suggest methods to ensure compliance with the program requirements. <i>American Iron and Steel Compliance</i> – The Consultant shall provide monthly monitoring of the project for compliance with the American Iron and Steel requirements. The Consultant shall complete the required documentation for compliance.

Town of Fort Myers Beach
240-000-0113
Water-SW SRF Technical Services – Phase 2 Part 1
Scope of Services Continued

Closeout and Audit Assistance – Phase 2 Part 1	
Project Closeout	<i>Project Closeout</i> – Consultant shall prepare closeout information required for FDEP regarding the project. The Final Request for Reimbursement is included in this task. This includes the Final Construction Inspection, Preliminary Administrative Closeout, and Final Administrative Closeout conducted by FDEP representatives. The necessary closeout documents shall be prepared regarding final eligibility for construction, engineering, administration, design and other project costs and submitted to FDEP to allow closeout of the loan. This effort will result in the preparation, review and approval of the Final Loan Amendment.
Audit Assistance	<i>Annual Audit Assistance</i> – The Consultant shall provide necessary data to the Town to allow inclusion of the loan in the required Single Audit Report prepared as part of the Annual Audit. This also includes corresponding with FDEP regarding eligibility requests and assistance during the annual audit. <i>Project Specific Audit</i> – The Consultant will also provide closeout and other information to the Town's Independent Auditors in order to allow for the required Project Audit within 12 months of execution of the Final Loan Amendment.

1. Requested Motion:

Meeting Date: February 16, 2021

Approve contract with REDD Inc, DBA Town Lighting Engineers for the design-bid-build process in response to RFP-21-03-PW-Lighting Consultant up to the amount of \$185,000; allocate and appropriate funds from Reserves and authorize the Town Manager to execute the contract documents with Town Council's consideration.

Why the action is necessary:

Provides specialized expertise from a lighting consultant for the design-bid-build process for street lighting along Estero Boulevard.

What the action accomplishes:

Approves contract and authorizes the Town Manager to execute the design-bid-build contract.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The Town received three qualified responses to this solicitation. There were no local (Town of Fort Myers Beach) respondents. The following firms were the contenders: Trebilcock Consulting Solutions, PA, REDD Inc, DBA Town Lighting Engineers and A.D.A. Engineering, Inc. Staff scheduled interviews on January 8, 2021. A Selection Committee comprised of the Public Works Director, Environmental Project Manager, Public Safety Committee member and a Marine Resources Task Force member met to review and rank the firms. The lighting consultant is funded by: Reserves

Lighting Consultant initial recommendation rankings:

- 1. REDD Inc, DBA Town Lighting Engineers (288 points)
- 2. Trebilcock Consulting Solutions (317 points)
- 3. A.D.A Engineering, Inc.(276 points)

The Selection Advisory Committee short-listed the two highest ranked firms during their first meeting and held phone interviews at a second meeting. After the interviews, the Committee ranked REDD Inc. dba Town Lighting Engineers first and Trebilcock Consulting second and recommended the Town Manager recommend to Town Council to negotiate a contract with REDD Inc dba Town Lighting Engineers and to follow up with Trebilcock Consulting Solutions if consensus was unable to be reached.

Submitted proposals are available for review upon request.

Upon negotiations with REDD Inc, DBA Town Lighting Engineers, the final negotiate amount is up to \$185,000 pending Town Council's decision for public or privately owned lighting systems.

Attachments:

1. RFP-21-03-PW SAC Minutes 12.20.20 FINAL
2. SAC RFP-21-03-PW Phone Interviews DRAFT minutes
3. Lighting Consultant Draft Service Provider Agreement - Town Council Copy

Financial Impact:

This is funded by: **XXX**

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve contract with REDD Inc, DBA Town Lighting Engineers.

8. Recommended Approval:

Randy Paniaqua, Administrative Officer
Chelsea O'Riley, Public Works Director
Walter Pierce, Finance Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

MINUTES
FORT MYERS BEACH
Selection Advisory Committee
Town Hall – Council Chambers
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Thursday, December 10, 2020

I. CALL TO ORDER

Meeting was called to order at 1:33 p.m. by Contracts Manager Jason Freeman.

Other members present:

Public Safety Committee Member Mike Childs
Environmental Project Manager Chadd Chustz
Chair of Marine Resources Task Force Steve Johnson
Public Works Director Chelsea O’Riley

II. RFP-21-03-PW – Lighting Consultant

Manager Freeman noted that the first bid did not result in proposals. The second request was sent out on October 21, 2020, and proposals were due November 20, 2020, which was extended to December 2, 2020, at 2:00 p.m. Three proposals were received on time: Trebilcock Consulting, Town Lighting Engineers and ADA Engineering. All proposals were complete.

The combined rankings (100 points per company per member) were: Trebilcock Consulting with 317 points; Town Lighting Engineers had 288 points and ADA Engineering received 276 points. Director O’Riley commented that Trebilcock Consulting did previous work for the Town and they were close by. She rated ADA Engineering second and noted that she was concerned since they had a lot of projects that were on-going. Town Lighting Engineers were ranked third because their office was located in central Florida.

Manager Chustz ranked Trebilcock Consulting first due to their previous experience with similar-sized municipalities. He felt all three were comparable regarding technical experience and project understanding and approach.

Mr. Childs rated Town Lighting Engineers first due to a former FP&L member on staff. He noted the person was in Juno and was familiar with the current system. The other two were ranked the same.

Chair Johnson ranked Town Lighting Engineers first because they had a more customized approach and they had key technical expertise. He felt they understood the science of lighting better than the other two, they had solar experience, they commented on the shortfalls of the MPO study and they understood different scenarios. He rated Trebilcock second. ~~since their main office was in Arizona~~. He noted that they were familiar with the Town but there were a lot of different organizations involved. ADA was ranked last because they only had one on-going lighting project to reference. He noted they were somewhat local but he was not impressed with their template bid. He commented that a lot of their work was retrofitting LEDs.

amended at 01.08.21 meeting

Manager Chustz remarked that he was not impressed with FP&L's offerings for sea turtle-friendly lighting.

MOTION: Director O'Riley moved to recommend to the Town Manager to enter into negotiations with (1) Trebilcock Consulting, (2) Town Lighting Engineers and (3) ADA Engineering; second by Manager Chustz.

Mr. Childs stated that FP&L would not allow another company to hang lights on their poles. Chair Johnson noted that FP&L was why there were there today. He agreed that they would have to replace poles if they chose another company. He suggested that an ex-FP&L employee could help them fast-track lighting. Director O'Riley felt that Trebilcock would be a good intermediary.

VOTE: Motion failed; 2-2.

MOTION: Chair Johnson moved to recommend that the SAC interview Town Lighting Engineers and Trebilcock Consulting over the most expedient method; second by Mr. Childs.

Director O'Riley stated that they needed to send questions to Manager Freeman to provide to the firms before interviews. She noted the firms could call in for the interviews. She suggested they rank them number one and number two or have a discussion after the interviews.

VOTE: Motion passed unanimously.

Manager Freeman reminded members that they were under the cone of silence.

III. ADJOURNMENT

Manager Freeman adjourned the meeting at 1:57 p.m.

Adopted 01/08/2021 with/without changes. Motion by STEVE JOHNSON
(DATE)

Vote 4-0 Signature 

- End of document

MINUTES
FORT MYERS BEACH
Selection Advisory Committee
Town Hall – Council Chambers
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Friday, January 8, 2021

I. CALL TO ORDER

Meeting was called to order at 10:03 a.m. by Contracts Manager Jason Freeman.

Other members present:

Public Safety Committee Member Mike Childs
Environmental Project Manager Chadd Chustz
Chair of Marine Resources Task Force Steve Johnson
Public Works Director Chelsea O’Riley (via phone)

Consensus was reached to permit Director O’Riley to participate via phone.

II. APPROVAL OF MINUTES – December 10, 2020

Mr. Johnson did not state that the main offices of Trebilcock were in Arizona.

MOTION: Mr. Johnson moved to approve the minutes as amended; second by Mr. Childs.

VOTE: Motion passed unanimously.

III. FIRM PHONE INTERVIEWS FOR RFP-21-03-PW – Lighting Consultant

REDD Inc. DBA Town Lighting Engineers

1. What experience do you have with FPL? Have you done any projects using amber lighting through FPL and did they have the correct lighting in their stock?

Suzanne answered but the microphone did not pick up her comments. Joe noted that they validated the frequency of the lights and tested them in their lab and outside. Microphone cut out.

2. What experience do you have with FWC turtle guidelines, list your experience and/or case studies that are comparable to the Fort Myers Beach Estero Blvd. lighting project. The lighting projects that have accommodated sea turtle nesting areas, what were the design practices you employed and the processes you followed to implement them and what lessons did you learn?

Suzanne described turtle-friendly lighting experiences in Stuart, Juno Beach, Pensacola, and Bradenton Beach. She added that she and another member taught effective roadway lighting at

the University of Wisconsin. She mentioned wavelengths, color and keeping the light-shielded from the beach or long, low and shielded. She discussed the process they followed in selecting appropriate lighting with glare reduction and shielding. Public safety was their top priority and they learned they had to be creative to work within the FWC guidelines to meet the public safety needs.

3. What does sea turtle-friendly lighting mean to you and does it compromise public safety and are there any lighting principles you specifically employ with respect to the overall health of the citizenry?

Suzanne replied that turtle-friendly lighting meant that no lights would be visible from the beach during nesting season. They do not compromise public safety and both needs could be met. She discussed lighting options to maintain the health of the citizenry.

4. What types of long-wavelength amber luminaires have you worked with, what is your approach to selecting them for coastal wildlife lighting, what has been your experience with skyglow, eliminating glare, supporting dark skies principles and the effects of blue rich white light?

Suzanne indicated she worked with Cree, American Electric and Philips Cobra style lights. She described different design units and stated that they were selected depending on whether they met the lighting criteria for the project. She noted they used white glare ratings and IS files to come up with a range of appropriate luminaires. She discussed ambient light scattering in relation to skyglow and studies concerning the correction between exposure to blue light and sleep disruption.

5. From your initial research what lighting are you looking at? Will you or a member of your team be conducting the photometric study and will that person be responsible for the lighting design? Is that person the lead in your past projects involving sea turtle lighting?

Suzanne responded that they were looking at the Cree 590 nanometer amber lights plus special design options outside the FPL program. The lighting specialist listed in their proposal would be responsible for the study and lighting design. She described her experience as an electrical engineer and noted that her team had overlapping capabilities. Suzanne stated that they had a local presence in the area who would be available and Zoom was another option.

Ed Kramer was in attendance and left before the second firm was interviewed.

Trebilcock Consulting Solutions, PA

1. What experience do you have with FPL? Have you done any projects using amber lighting through FPL and did they have the correct lighting in stock?

Norm replied that they worked with FPL and supplied their lighting on many projects over the last 13 years. They did not use amber lights through FPL but they discussed available options for the beach that may be feasible. He noted they had good success with FPL in the past.

2. What experience do you have with FWC turtle guidelines, list your experience and/or case studies that are comparable to the Fort Myers Beach Estero Blvd. lighting project. The lighting projects that have accommodated sea turtle nesting areas, what were the design practices you employed and the processes you followed to implement them and what lessons did you learn?

Norm replied that they used FWC turtle guidelines in the last few years and the projects were highlighted on their proposal. He stated they used a turtle-friendly dark sky compliant fixture for a subdivision street lighting. Examples were included in their proposal. He indicated that they followed the FWC rules of low, shielded and long. He stated that they learned to keep current with the FWC guidelines and the certified light fixture list in addition to municipality guidelines. He revealed that they constructed prototype light fixtures to verify that the design met the needs of the community before mass ordering.

3. What does sea turtle-friendly lighting mean to you and does it compromise public safety and are there any lighting principles you specifically employ with respect to the overall health of the citizenry?

Norm responded that turtle-friendly lighting followed FWC guidelines where warranted, but the general guidelines were useful for all areas. Good lighting at crossings had to meet standards by the FDOT and the Illuminating Engineering Society (IES). Enhanced safety at all crossings would benefit pedestrians and drivers.

4. What types of long-wavelength amber luminaires have you worked with, what is your approach to selecting them for coastal wildlife lighting, what has been your experience with skyglow, eliminating glare, supporting dark skies principles and the effects of blue rich white light?

Norm described a Gulf side project that used a 1500 kelvin amber LED and 580 nanometer amber bollards and a 595 nanometer LED amber pool light. Their approach was to use FWC approved fixtures and follow their guidelines. He noted they assisted communities with following model lighting guidelines with the IES which included BUG rates (backlight, up light and glare criteria). He stated that they tended to recommend a lower color temperature in residential areas to provide the appropriate task lighting to enhance safety.

5. From your initial research what lighting are you looking at? Will you or a member of your team be conducting the photometric study and will that person be responsible for the lighting design? Is that person the lead in your past projects involving sea turtle lighting?

Norm replied that they were open to available lighting options and would target FWC approved fixtures, but they could accommodate FPL fixtures or a mix. He noted that they were able to provide a leasing option to cover construction and maintenance costs. A member of their team would conduct a photometric evaluation and design the project. He believed that their local presence allowed them to conduct studies efficiently. Norm was the engineer of record for sea turtle lighting projects and a team member would conduct the photometric study.

Norm stated that the project at 6240 Estero was private and the fixtures were designed and permitted through FWC guidelines.

IV. DISCUSSION

Ed Kramer was invited back into the meeting.

Mr. Childs leaned toward Town Lighting due to the number of people on the call and an ex-FPL employee, Joe Hancock, was on their team.

Director O'Riley felt that Town Lighting was comprehensive in their responses and they had a background with finding the middle ground with FPL. She was concerned that they were not local. She stated that Trebilcock mentioned local light ordinances, but she leaned toward Town Lighting due to their experience across the board.

Mr. Johnson felt that Town Lighting was more academic in their approach and they were comprehensive in their proposal. He agreed it would be harder to communicate with them, but he questioned whether that should exclude them. He noted that Norm from Trebilcock knew how to navigate local issues. He leaned toward Town Lighting and wondered about their transportation costs. Director O'Riley commented that travel costs would be included in their price. She explained that the Town Manager would negotiate with the firm they picked and if negotiations were not successful, they would go to the second firm.

Manager Chustz felt that both firms could do the job, but he preferred the local experience of Trebilcock.

Director O'Riley, Mr. Johnson, and Mr. Childs ranked Town Lighting Engineers first and Manager Chustz ranked Trebilcock Consulting Solutions first of the two.

MOTION: Director O'Riley moved to recommend to the Town Manager to recommend to Town Council to enter into negotiations with Town Lighting Engineers for lighting consultant services and if they do not come to a consensus then follow up with Trebilcock Consulting Solutions; second by Mr. Childs.

VOTE: Motion passed, 3-1 with Manager Chustz dissenting.

V. ADJOURNMENT

Manager Freeman adjourned the meeting at 11:00 a.m.

Signature_____

- End of document

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this ___st day of **February 2021**, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **REDD, Inc. dba Town Lighting Engineers** with an address of **17470 N. Pacesetter Way, Scottsdale, Arizona, 85255** (hereafter "Provider").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **Scope of Services.** Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. **Term.** The term of this Agreement is _____commencing on **February , 2021** and terminating on **September 30, 2021.**
3. **Payment Obligation.** The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. **Provider's Obligations.** The Provider's obligations include, but are not limited to, the following:
 - a) **Licensure.** The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) **Provision of Services.** The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.
 - c) **Non-Waiver.** Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials

furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

- d) Indemnity and Hold Harmless. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement..
 - e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A"; Attachment "B"
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.

13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.

14. Miscellaneous Provisions.

- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
- b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: _____
Roger Hernstadt, TOWN MANAGER

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: REDD, Inc. dba Town Lighting Engineers

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of witness

Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ___st day of February 2021
BETWEEN THE TOWN AND REDD, Inc. dba Town Lighting Engineers., PROVIDER.

1. SCOPE OF SERVICES: The Provider will perform the following services under this Agreement:
 - **See Attachment "A"**

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ___st DAY OF October 2020
BETWEEN THE TOWN AND **REDD, Inc. dba Town Lighting Engineers** PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":
 - **See Attachment "A"**
2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

None

EXHIBIT "C"

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

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

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

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

POLLUTION AND REMEDIATION LIABILITY INSURANCE

Required by this Agreement? _____ Yes ☐ _____ No

1. If coverage is provided on a "Claims Made" form as opposed to an "Occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that, in the event of cancellation or non-renewal, the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3)

- years.
2. The Town of Fort Myers Beach shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.
 3. Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the Town with certificates of insurance meeting the required insurance provisions.
 4. The Town of Fort Myers Beach must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability.
 5. The Town of Fort Myers Beach shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

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

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



17470 N Pacesetter Way
Scottsdale, AZ 85255

ATTACHMENT "A"- SCOPE AND FEES

Tel. (480) 305-2111
www.TownLighting.com

Jason Freeman
Contracts Manager
The Town of Ft Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

February 3, 2021

Mr. Freeman,

We are pleased to submit an estimate of scope and fees for the project, RFP-21-03-PW, "Lighting Consultant." The costs are categorized by the tasks outlined in the proposal. The project scope is as-described in our RFQ response for each task. We have not re-stated the scope here, except to clarify points as-needed.

A breakdown of the estimated hours per staff category for each task (page 6), and a rate sheet (page 8) are attached.

We understand that the schedule goal is to submit the completed plans and final report by the end of the Town's 2021 fiscal year (September).

TASK 1 – KICK OFF MEETING

We will coordinate and attend a project kickoff meeting, to be scheduled after the notice to proceed.

The goal of the kickoff meeting is to establish the project's communication plan, preliminary schedule, milestone and interface details.

It is our strong preference to conduct at least the kickoff and stakeholder meetings in person; however, this meeting, as with all the project meetings and presentations, offer opportunities for significant cost savings (travel costs) by some or all of us attending remotely, via Zoom video.

OPTION 1 – 1 Full team in-person participation by four team members. This item includes a field visit.

Time:	\$ 8,080
<u>Expense:</u>	<u>\$ 14,120</u>
TASK 1 OPTION 1 Subtotal:	\$ 22,200

OPTION 2 – 100% remote (Zoom) attendance, no field visit.

Time:	\$ 2,830
<u>Expense:</u>	<u>\$ 0</u>
TASK 1 OPTION 2 Subtotal:	\$ 2,830

OPTION 3: Middle ground of above options, to be determined.

TASK 2 – SEA TURTLE LIGHTING DOCUMENT REVIEW

Pre-design collection of design criteria from all permitting agencies (Town of Fort Myers Beach, Lee County, FDOT, FWC) by all team members.

Time:	\$ 2,990
<u>Expense:</u>	<u>\$ 0</u>
TASK 2 Subtotal:	\$ 2,990

TASK 3 – LIGHTING PLAN

The cost of the lighting and electrical designs depend a lot on the type of lighting system chosen during the preliminary design. Both options include special design attention at crosswalks and at locations where accident report fatalities have occurred.

All options include QA/QC and constructability reviews for all submittals.

The comment response costs are under TASK 6, Permitting.

OPTION 1: Non-FPL program lighting (e.g., Town-owned) for Estero Boulevard and side streets. Includes electrical layout that would not be required of the FPL program plan.

Time:	\$ 63,510
<u>Expense:</u>	<u>\$ 0</u>
TASK 3 OPTION 1 Subtotal:	\$ 63,510

OPTION 2: FPL program lighting for Estero Boulevard and side streets.

Time:	\$ 41,850
<u>Expense:</u>	<u>\$ 0</u>
TASK 3 OPTION 2 Subtotal:	\$ 41,850

OPTION 3: Middle ground, a combination of the above, to be determined.

TASK 4 – FUNDING OPTIONS TO IMPLEMENT PROJECT

This is the cost of developing and describing implementation steps for the selected funding options.

OPTION 1: FPL Program.

Time:	\$ 6,820
<u>Expense:</u>	<u>\$ 0</u>
TASK 4 OPTION 1 Subtotal:	\$ 6,820

OPTION 2: Engineering Services Company (ESCO) program (savings-based) or Manufacturer funded program.

Time:	\$ 7,440
<u>Expense:</u>	\$ 0
TASK 4 OPTION 2 Subtotal:	\$ 7,440

OPTION 3: Town-owned system.

Time:	\$ 15,500
<u>Expense:</u>	\$ 0
TASK 4 OPTION 3 Subtotal:	\$ 15,500

OPTION 4: Middle ground, a combination of the above, to be determined.

TASK 5 – MAINTENANCE OF LUMINAIRES

If a Town-owned system is selected, then a maintenance program will be developed and implemented using networked lighting control systems with auto-outage reporting. The plan will include a light-out report number and 24 hours maximum response / repair time except during natural disasters. Depending on the final lighting system design, program options may include light color change during turtle nesting season, motion-sense dimming.

The monthly estimate is based on data monitoring, work order follow-ups, electrical contractor management, and billing for roughly 200 Town-owned luminaires. The actual cost may vary depending on the final lighting system design, and the available existing infrastructure (cellular, etc) on the island.

After the warranty period, incident occurrences are not anticipated to occur in significant numbers. Significant program cost savings can be achieved by extending the desired response time to 72 hours.

Monthly estimate:	\$ 4,500
Additional per-call cost estimate:	\$ \$225

TASK 6 – COORDINATED REVIEW TO EASE PERMIT PROCESS

This item includes the following coordinated activities:

- Pre-application meeting (if required separately from initial stakeholder meeting)
- 30% Design Submittal
- 60% Design Submittal
- 90% Design Submittal
- 100% (final) Design Submittal
- Receipt and resolution of agency comments for each submittal

...all of the above for each the following agencies / organizations:

- Lee Count DOT (ROW Permit)
- Town or Lee County Community Development
- Town Council
- FWC
- FPL distribution, and/or lighting program representative if Utility Program lighting is being considered
- FDOT for the intersection at state-maintained San Carlos Blvd

To avoid conflicts and seek opportunities to reduce costs, we also plan to coordinate with the ongoing Estero Boulevard Improvement Project, the Matanzas Pass Bridge project which includes a traffic signal at Estero Boulevard and Old San Carlos Boulevard, and the Bicycle and Pedestrian Master Plan.

Time:	\$ 31,410
<u>Expense (mileage):</u>	<u>\$ 360</u>
TASK 6 Subtotal:	\$ 31,770

TASK 7 – FINAL REPORT – PHASE I PLANS, COST ESTIMATE, DESIGN BUILD

The final report will summarize the design decisions and will accompany the final (100%) submittal of signed and sealed plans and all of the above deliverables to all the applicable permitting agencies.

The cost of final comment responses are include under TASK 6, Permitting.

Time:	\$ 7,080
<u>Expense:</u>	<u>\$ 0</u>
TASK 7 Subtotal:	\$ 7,080

TASK 8 – PUBLIC INVOLVEMENT

We will coordinate and attend an initial stakeholder meeting. For this meeting, we will prepare a Microsoft PowerPoint presentation with a (max 15 minute) video of the Estero Boulevard lighting design concept options and comparative system lifetime preliminary cost estimates. and present it at the initial Stakeholder Meeting.

As with the kickoff meeting, the costs can vary quite a bit depending on who is attending in person.

OPTION 1 – 1 Full team in-person participation by four team members at Stakeholder Meeting; Status report (presentation) with limited in-person attendance (2 people) at two subsequent council meetings.

Time: \$ 15,670

Expense (travel): \$ 17,860

TASK 8 OPTION 1 Subtotal: \$ 33,530

OPTION 2 – 100% remote (Zoom) attendance for presentations at Stakeholder and the two subsequent council meetings.

Time: \$ 15,670

Expense: \$ 0

TASK 8 OPTION 2 Subtotal: \$ 15,670

OPTION 3: Middle ground of above options, to be determined.

If additional meetings are required, the cost of each additional meeting is estimated as follows, for in-person attendance by one local team member, and remote attendance by balance of team:

Time: \$ 4,290

Expense (mileage by local team member): \$ 220

Each Additional Meeting Subtotal: \$ 4,510

RANGE OF TOTAL PROJECT COSTS

The total project cost depends on the options selected; and some of the selections will not be known until after the preliminary design options are determined. **The total cost can range between**

- **\$109,000** (100% FPL Utility Program with almost no in-person meeting presence), and
- **\$185,000** (100% Town-Owned System with lots of in-person meeting presence plus 2 extra meeting / presentations).

The monthly cost of the ongoing maintenance program (TASK 5) is in addition to the above.



Suzanne Lansford, PE
Owner/Principal Engineer
Town Lighting Engineers

On the following pages:

- Estimate of Hours by Staff Category
- Our Basic Rate Sheet

Estimate of Hours by Staff Category			
Project Manager	Engineering	CAD	Admin

TASK 1 KICKOFF MEETING

Attendance - out of town team
Attendance - local team member
Field Visit
Subtotal

2	4	0	8
0	10	0	0
8	24	0	8
10	38	0	16

TASK 2 SEA TURTLE DOCUMENT REVIEW

Review
Subtotal

4	14	0	4
4	14	0	4

TASK 3 LIGHTING PLAN

ELECTRICAL Design / Layout
for project portions not FPL program
lighting
LIGHTING Design / Layout
ACCIDENT Area Special Designs
Utility Coordination
Specifications / Details
30 / 60 / 90% / final comment
response and resubmittal costs are
under TASK 6, Permitting.
QA/QC and Constructability Reviews,
all submittals
Subtotal

5	105	60	0
5	103	60	5
4	12	0	0
0	14	0	8
0	22	8	0
0	0	0	0
20	60	0	0
34	316	128	13

TASK 4 DEVELOP FUNDING OPTIONS

FPL PROGRAM OPTION
ESCO / MFG OPTION
TOWN-OWNED OPTION
Subtotal

0	44	0	0
0	48	0	0
0	100	0	0
0	192	0	0

TASK 5 FIXTURE MAINTENANCE

Monitoring
Follow up system-generated WOs
Manager Electrical Contractor
Follow up with FMB Accts Admin
Subtotal

0	20	0	0
0	5	0	0
0	5	0	0
0	10	0	0
0	40	0	0

Total cost discounted 40% from rate sheet

TASK 6 PERMIT COORDINATION

		Estimate of Hours by Staff Category			
		Project Manager	Engineering	CAD	Admin
	Lee County Pre-app meeting	4	4	0	4
	FDOT Pre-app meeting	4	4	0	4
	FWC Pre-app meeting	4	4	0	4
	30% submittals	5	20	0	10
	60% w/ comment response	5	35	15	10
	90% w/ comment response	5	35	15	10
	100% w/ comment response	5	35	15	10
	Subtotal	32	137	45	52
TASK 7	FINAL REPORT				
	Collate and Submit!	5	35	0	20
	Cost of final comment response and submittal is under TASK 6, Permitting.				
	Subtotal	5	35	0	20
TASK 8	PUBLIC INVOLVEMENT				
	Stakeholder Meeting	2	12	0	8
	Video Presentation	2	24	0	10
	1st Council presentation prep and meeting attendance	8	16	0	8
	2nd Council presentation prep and meeting attendance	8	16	0	8
	Additional Meeting, if needed	8	16	0	8
	Additional Meeting, if needed	8	16	0	8
	Subtotal	36	100	0	50
PROJECT TOTAL	(All options together)	121	832	173	155

Basic Rate Sheet

Project Position / Classification	Hourly Rate
Project Manager	\$ 178
Project Engineer	\$ 155
CAD Designer / Drafting	\$ 75
Administrative Support.....	\$ 48



RESPONSE TO REQUEST FOR PROPOSALS

LIGHTING CONSULTANT RFP-21-03-PW

Prepared By:

Town Lighting
ENGINEERS

DBE / SBE

Outdoor Lighting Design | Traffic Signal Design

17470 N. Pacesetter Way | Scottsdale AZ 85255

www.townlighting.com

480-305-2111

1. **Requested Motion:**

Meeting Date: February 16, 2021

Approval of draft Emergency Declaration #8 re Covid-19

Why the action is necessary:

The Town Council directed staff to prepare a draft updated Covid-19 Emergency Declaration to conform to State Executive Orders.

What the action accomplishes:

Consistency between the State's and Town's Covid-19 regulations.

2. **Agenda:**

TOWN ATTORNEY'S ITEMS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

1. **Requested Motion:**

Meeting Date: February 16, 2021

Proposed Resolution regarding bathrooms at beach accesses

Why the action is necessary:

Town Council directed staff to prepare a Town policy regarding restrooms at beach accesses.

What the action accomplishes:

The attached Resolution implements the Council's directive.

2. **Agenda:**

TOWN ATTORNEY'S ITEMS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. 119401324_1_Resolution 21-14 Adopting Beach Access Bathroom Policy-C1

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NUMBER 21-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ADOPTING A POLICY OPPOSING THE CONSTRUCTION OR PLACEMENT OF PUBLIC BATHROOM FACILITIES AT PUBLIC BEACH ACCESS POINTS, EXCLUDING REPLACEMENT BATHROOM FACILITIES, WITHOUT THE CONSENT OF THE ADJACENT PROPERTY OWNERS, 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

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. The Town Council hereby adopts a policy opposing the construction or placement of public bathroom facilities at public beach access points, excluding replacement bathroom facilities, without the consent of the adjacent property owners.

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:

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Councilmember	_____
Bill Veach, Councilmember	_____
Jim Atterholt, Councilmember	_____

ADOPTED this 16th day of February 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day February 2021.