Fort Myers Beach Town Council

Town Hall Council Chambers
6231 Estero Boulevard
Fort Myers Beach, FL 33931

AMENDED Agenda **Monday, February 2, 2026** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

V. PUBLIC COMMENT

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

A. Appointment of members to the FY26 Anchorage Advisory Committee
Approve the appointment of one member to the Anchorage Advisory Committee (AAC)

B. Appointment of members to the FY26 Public Safety Committee (PSC)
NEW
Approve the appointment of members to the Public Safety Committee (PSC).

VIII. APPROVAL OF MINUTES

A. Town Council - January 20, 2026

IX. CONSENT AGENDA

A. Resolutions 26-023 through 26-026 Extension of Local Emergency - Tropical Storm Debby
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO TROPICAL STORM DEBBY PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

B. Resolutions 26-027 through 26-030 Extension of Local Emergency - Tropical Storm Helene

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

C. Resolutions 26-031 through 26-034 Extension of Local Emergency - Tropical Storm Milton

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

X. ITEMS REMOVED FROM CONSENT AGENDA

XI. PUBLIC HEARINGS

XII. ADMINISTRATIVE AGENDA

A. Presentation: Proposed 2026 Beach Sand Haul Projects

Review of Beach Recovery projects since Hurricane Ian and seeking Town Council direction on proposed 2026 Beach Sand Truck Haul projects.

B. Resolution 26-036, USACE Easement for Matanzas Pass Dredge Project

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, GRANTING A TEMPORARY WORK EASEMENTS NOT TO EXCEED 24 MONTHS TO LEE COUNTY FOR USE BY THE UNITED STATES ARMY CORPS OF ENGINEERS OVER PORTIONS OF HERCULES AND PALM AVENUES FOR THE PURPOSE OF FACILITATING OPERATION AND MAINTENANCE WORK ASSOCIATED WITH THE NEARSHORE PLACEMENT AREA FOR THE FORT MYERS OPERATION AND MAINTENANCE PROJECT (MATANZAS PASS); AUTHORIZING THE MAYOR TO SIGN THE TEMPORARY WORK EASEMENTS AND DIRECTING THE TOWN CLERK TO PROVIDE A COPY OF THE EXECUTED EASEMENTS TO LEE COUNTY FOR RECORDING IN THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Resolution 26-016, CDBG-DR Pool Engineering Negotiation

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING OPULENT OUTLINES, LLC. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSE RECEIVED TO RFQ-26-02-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES BAY OAKS COMMUNITY POOL REHABILITATION PROJECT; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Resolution 26-017, North Tower CDBG-DR Engineering Ranking

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING TETRA TECH, INC. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFQ-26-03-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES NORTH ISLAND WATER TOWER PROJECT; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Resolution 26-021, RFP-26-04-FN Financial Auditing Services

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING MAULDIN & JENKINS AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSE RECEIVED TO RFP-26-04-FN FOR FINANCIAL AUDITING SERVICES; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE TOP RANKED FIRM MAULDIN & JENKINS; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Resolution 26-019, Sole Source Purchase - Stormwater Video System Van

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE PURCHASE OF AN VOYAGER STORMWATER VIDEO SYSTEM VAN FROM ARIES INDUSTRIES, INC. IN THE AMOUNT OF $288,137.00, PROCURED THROUGH SOURCEWELL CONTRACT #120721, FOR USE IN THE TOWN'S STORMWATER SYSTEM MAINTENANCE PROGRAM; AUTHORIZING THE TOWN MANAGER TO SIGN THE PURCHASE

ORDER WITH ATTACHED ADDENDUM; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Resolution 26-038, Second Amendment to Water Meter Replacement for Geospatial Positioning System (GPS) Data.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH NATIONAL METERING SERVICE TO INCLUDE THE ADDITIONAL SERVICE OF PERFORMING GEOSPATIAL POSTIONING SYSTEM (GPS) DATA POINTS AND LEAD AND COPPER SERVICE LINE IDENTIFICATION INVENTORY FOR ALL METERS IN THE TOWN'S WATER DISTRIBUTION SYSTEM IN THE AMOUNT OF $96,900 INCREASING THE TOTAL AMOUNT OF THE AGREEMENT TO $1,920,852; AUTHORIZING THE TOWN MANAGER TO SIGN THE SECOND AMENDMENT; AND PROVIDE FOR AN EFFECTIVE DATE.

H. Resolution 25-022, Angie Brewer Associates Contract Renewal

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANGIE BREWER & ASSOCIATES, LC FOR LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES FOR A THREE YEAR TERM WITH A START DATE RETROACTIVE TO DECEMBER 9, 2025 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; APPROVING SUPPLEMENTAL TASK AUTHORIZATION NO. 1 IN THE AMOUNT OF $359,990.00; AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT AND SUPPLEMENTAL TASK AUTHORIZATION NO. 1 AND TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

I. Resolution 26-035; Town Council Policies and Procedures Amendment, Appointments to Town Council

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN COUNCIL'S POLICIES AND PROCEDURES MANUAL TO ADD SECTION 13 FOR THE INTERVIEW/SELECTION PROCESS FOR APPOINTMENT TO A VACANT TOWN COUNCIL SEAT IN THE EVENT OF A DECLARATION OF A VACANCY CONSISTENT WITH SECTION 4.06 OF THE TOWN OF FORT MYERS BEACH CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

XIII. FINAL PUBLIC COMMENT

XIV. TOWN MANAGER'S ITEMS

XV. TOWN ATTORNEY'S ITEMS

XVI. COUNCILMEMBERS ITEMS AND REPORTS

XVII. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

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



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

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-257**

1. **Request:**

Meeting Date: February 2, 2026

Approve the appointment of one member to the Anchorage Advisory Committee (AAC)

Why the action is necessary:

Following the October 2025 Town Council appointments, one vacancy remains on the committee. One application has since been received. Council action is necessary to consider the application and make an appointment, if appropriate.

What the action accomplishes:

Fills vacancies to maintain quorum and ensure AAC can continue advising Town Council on the management and use of Town waters, the Harbor Management Plan, and related assignments from Council.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS	Ordinance	Lizzette Roman, Town Clerk Administrative Coordinator

5. **Background:**

Per Town of Fort Myers Beach Code of Ordinances 2-94 as amended by Ordinance 24-17:

Qualifications and Appointment of Members:

In addition to qualifications, which may be specified for membership by state statutes, Charter, ordinance, or resolution, a person appointed to an agency, board, committee, or commission shall give preference to a registered voter within the town's jurisdiction, a property owner within the town's jurisdiction, individuals with specialized experience or knowledge, individuals who have shown interest in the subject matter, or individuals who have a Fort Myers Beach postal code. No specific experience requirements shall be necessary as a prerequisite to appointment.

Committee Purpose

The anchorage advisory committee shall advise the town council concerning all matters relevant to the management and use of the waters of the town for mooring and anchoring. The anchorage advisory committee shall prepare and submit the Matanzas Harbor Management Plan and any amendments thereto for review and approval by the town council and make recommendations for the establishment of managed municipal anchorages and mooring fields where warranted by objective evidence of environmental damage or user conflicts; or any other topics as assigned by the town council.

Current Status

There is currently **(1) one vacancy** on the Anchorage Advisory Committee.
The Town Clerk's Office has received a total of (1) one application for appointment to the committee.

Council Consideration

As part of the annual appointment process for advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:
1. Hedrick, Thomas AAC_Redacted

Financial Impact:
None

6. **Alternative Action**
Do not appoint and continue to advertise for the vacancies.

7. **Management Recommendations:**

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator	Created/Initiated - 1/20/2026
Amy Baker, Town Clerk	Approved - 1/21/2026
nancy stuparich, Town Attorney	Approved - 1/22/2026
Amy Baker, Town Clerk	Approved - 1/22/2026
William McKannay, Town Manager	Final Approval - 1/23/2026

Town of Fort Myers Beach

JAN 13 2025

Received by:

Town of Fort Myers Beach

Advisory Boards and Committees Application

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

Please type or print clearly. Do not leave blanks.

Today's Date: 1/13/2026

Name: HEDRICK (Last) Thomas (First) A. (Middle initial)

Telephone Number: [redacted]

Email Address: HEDRICK.TOM@GMAIL.COM

Home Address: [redacted] FT. MYERS BEACH

Mailing Address [redacted] FT. MYERS BEACH

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ○ No ✓

If yes, which committee(s)? N/A

If yes, when is your term expiration? N/A

I am applying for appointment to: (Check one)

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

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

Do you have unpaid fines or liens due the Town? Yes ○ No ✓

Are you a registered voter within the Town's jurisdiction? Yes ✓ No ○

Are you a resident within the Town's jurisdiction? Yes ☑ No ☐

Are you an owner of real property within the Town's jurisdiction? Yes ☑ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☐ No ☑

If yes, what board, etc., and since when? N/A

Why are you seeking appointment to this board or committee?

To improve the boating experiences for all boaters along the Shores of FT. Myers Beach. Love the water and want to protect it. making Water Access better for everyone.

Community Involvement:

As a new resident and love on water, want to be involved in anything that works the waterways around our Island.

Interests / Activities:

Coast Guard Auxiliary member since 2014. Retired Law enforcement officer, for 32 years.

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

Do you qualify for Special Exemptions per § 119.071, F.S. Yes ☒ No ☐

If yes, fill out Public Records Exemption Request form and submit with the application.

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

Signed [signature] Date 1/13/2026

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-258**

1. **Request:**

Meeting Date: February 2, 2026

Approve the appointment of members to the Public Safety Committee (PSC).

Why the action is necessary:

Following the October 2025 Town Council appointments, three vacancies remain on the committee. One application has since been received. Council action is necessary to consider the application and make an appointment, if appropriate.

What the action accomplishes:

Fills vacancies to maintain quorum and ensure the Public Safety Committee can continue advising Town Council on significant safety and transportation issues impacting the health, safety, and welfare of the community.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS	Res. 24-17	Lizzette Roman, Town Clerk Administrative Coordinator

5. **Background:**

Per Town of Fort Myers Beach Code of Ordinances 2-94 as amended by Ordinance 24-17:

Qualifications and Appointment of Members:

In addition to qualifications, which may be specified for membership by state statutes, Charter, ordinance, or resolution, a person appointed to an agency, board, committee, or commission shall give preference to a registered voter within the town's jurisdiction, a property owner within the town's jurisdiction, individuals with specialized experience or knowledge, individuals who have shown interest in the subject matter, or individuals who have a Fort Myers Beach postal code. No specific experience requirements shall be necessary as a prerequisite to an appointment.

Committee Purpose

The Public Safety Committee shall address any safety and transportation issues specifically assigned to the committee by the town council for the purpose of the health, safety and welfare of the business owners, residents, and visitors to the town. The committee shall review, discuss, and evaluate the most significant safety and transportation issues within the town. The PSC shall advise the Town Council on these matters or any other topics as assigned by the Town Council.

Current Status

There are currently (3) three vacancies on the Public Safety Committee. The Town Clerk's Office has received **two (2) applications** for appointment to the committee.

Council Consideration

As part of the annual appointment process for advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. DiMichele, Karin
2. Kanehl, Fredrick PSC

Financial Impact:
None

6. **Alternative Action**
Do not appoint members and continue to advertise for the vacancies.

7. **Management Recommendations:**

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator	Created/Initiated - 1/21/2026
nancy stuparich, Town Attorney	Approved - 1/22/2026
Amy Baker, Town Clerk	Approved - 1/23/2026
William McKannay, Town Manager	Final Approval - 1/23/2026

Town of Fort Myers Beach

Advisory Boards and Committees Application

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

Please type or print clearly. Do not leave blanks.

Today's Date: 01/27/26

Name: Karin (Last) DiMichele (First) (Middle initial)

Telephone Number: (732) 232-1545

Email Address: KarinDiMichele@gmail.com

Home Address: 453 Wahington Court Fort Myers Beach, FL 33931

Mailing Address (if different from home address): 453 Wahington Court Fort Myers Beach, FL 33931

Are you currently serving on any of the Town's committees? Yes ○ No ◉

If yes, which committee(s)? n/a

If yes, when is your term expiration? n/a

I am applying for appointment to: (Check one)

- ○ Anchorage Advisory Committee
- ○ Audit Committee
- ○ Bay Oaks Recreational Campus Advisory Board
- ○ Community Resource Advisory Board
- ○ Cultural and Environmental Learning Center Advisory Board
- ○ Historic Preservation Advisory Committee
- ○ Local Planning Agency
- ○ Marine and Environmental Resources Task Force
- ○ Nuisance Abatement Board
- ◉ Public Safety Committee

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

Do you have unpaid fines or liens due the Town? Yes ○ No ◉

Are you a registered voter within the Town's jurisdiction? Yes ◉ No ○

9/12/2022

Are you a resident within the Town's jurisdiction? Yes ◉ No ○

Are you an owner of real property within the Town's jurisdiction? Yes ◉ No ○

Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ○ No ○

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

Why are you seeking appointment to this board or committee?

I am seeking appointment to the Fort Myers Beach Public Safety Committee to contribute my experience in public safety operations, policy, and community coordination. Fort Myers Beach faces unique safety challenges due to tourism, special events, and its coastal environment, and I am interested in supporting practical, well-coordinated solutions that protect residents, visitors, and first responders.

Community Involvement:

I am just beginning to become more involved in the community. Although I work full time, I recently joined the Fort Myers Beach Women's Club and am scheduled to attend orientation next month. I am eager to continue expanding my involvement and contributing where I can.

Interests / Activities:

Beach activities, fitness and spin classes, long walks, exploring local dining, enjoying live music, and the occasional bad karaoke for fun.

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

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ○ No ◉

If yes, fill out Public Records Exemption Request form and submit with the application.

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

Signed Kaira D. Michele Date 01/27/26

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

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Office Use Only:

Appointed: Yes _____ No _____ DATE: _____

9/12/2022

Town of Fort Myers Beach

JAN 14 2026

Received by:

Town of Fort Myers Beach

Advisory Boards and Committees Application

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

Please type or print clearly. Do not leave blanks.

Today's Date: 01/11/26

Name: Kanehl (Last) Fredrick (First) L (Middle initial)

Telephone Number: (239) 933-7372

Email Address: grampiefreddie@gmail.com

Home Address: 4551 Bay Beach Lane, Unit 351, Ft Myers Beach Fl

Mailing Address (if different from home address): same

Are you currently serving on any of the Town's committees? Yes ○ No ◉

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ○ Anchorage Advisory Committee
- ○ Audit Committee
- ○ Bay Oaks Recreational Campus Advisory Board
- ○ Community Resource Advisory Board
- ○ Cultural and Environmental Learning Center Advisory Board
- ○ Historic Preservation Advisory Committee
- ○ Local Planning Agency
- ○ Marine and Environmental Resources Task Force
- ○ Nuisance Abatement Board
- ◉ Public Safety Committee

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

Do you have unpaid fines or liens due the Town? Yes ○ No ◉

Are you a registered voter within the Town's jurisdiction? Yes ◉ No ○

Are you a resident within the Town's jurisdiction? Yes ◉ No ○

Are you an owner of real property within the Town's jurisdiction? Yes ◉ No ○

Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ○ No ◉

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

Why are you seeking appointment to this board or committee?

Retired and have some time on my hands, history of voluntary service, assist Town I live in

Community Involvement:

This would be first in this Town. Past member of Newfane Lions Club w 26 years perfect attendance raise 10's of thousands of dollars as a Lion also very involved with Newfane Food Pantry. One of my fundraisers raised $7,500 for a Commercial Freezer for Newfane Good Pantry. Exalted Ruler, went through all chairs for Lockport Elks #41 along with that became a NYS VP for NYS Elks Assoc. Past NYS Trustee for NYS Elks Assoc. As a Lockport Elk as membership chair increased Membership from 500 to 700

Interests / Activities:

4 Year BS in Business Adm from Fredonia State College. Buffalo Bills Fan and Mafia Member. Retired 30 years w UPS

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

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ○ No ◉

If yes, fill out Public Records Exemption Request form and submit with the application.

NOT THAT I KNOW OF

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

Signed Fredrick L Kanell Date 01/11/26

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

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Office Use Only:

Appointed: Yes _____ No _____ DATE: _____

More on Community Involvement:

Also, as a Lockport Elk on 3 occasions Chaired the House committee which oversaw the Lodge's Bar along with the Kitchen. The Lodge has a 150 seat Banquet Room along with a 75-seat room. Our Kitchen ran by volunteers; I managed to grow 3 groups to cook in the kitchen so that they all stayed fresh.

As a Lockport Elk I and another Elk created Camp Happiness. This was one week a year day camp structured for Developmentally and Physically Challenged individuals 14 to 80 years old. A lot of fundraising needed as $30,000 a year was needed for the camp to function, it still functions today. We bussed these individuals from the whole of Niagara County in NYS. Created Various games, took them out in Canoes/Paddle Boats, Bell Ringing Classes, Craft Classes, large swimming pool, Kickball, Horse Driven Wagon rides, Climbing Walls etc. The camp on Lake Ontario was owned by the Lockport YMCA. We had workers from the Camp's Summer programs; volunteers from Lockport, Niagara Falls, and N. Tonawanda Elks, employees from Opportunities Unlimited (source of majority of Campers). We would have 125 to 150 Campers. We would have 125 workers/volunteers so a great ratio. We also provided lunch for all each day.I was 56 years old when we started growing this it is going into its 17th year. I was involved the first 11 years as a Co-Chair. Moving to Florida made it impossible to participate.

I will say this for those 11 years working with these Campers was the absolutely the most fun I would have during those 11 years. To be a kid again playing those games, the campers with all their problems were a joy, pleasure, and fun to be around. I have missed all of that since not being involved.

Fort Myers Beach Town Council

Town Hall Council Chambers
6231 Estero Boulevard
Fort Myers Beach, FL 33931

Minutes **Tuesday, January 20, 2026** **9:00 AM**

DRAFT

ORDER OF BUSINESS

I. CALL TO ORDER

Members present: Mayor Dan Allers, Vice Mayor Scott Safford, Council Members John King and Rebecca Link.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member King moved to approve the final agenda, seconded by Vice Mayor Safford.
The motion carried unanimously.

V. PUBLIC COMMENT

Tom Brady, resident, stated that he had no idea that Mr. Veach was going to say what he did at the last meeting. The offer was not his to make, but he felt Mr. Veach made it in good faith. Mr. Brady did not offer, request or agree to anything. He was committed to the voters on the island and hoped he would be considered for the position.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Link recognized the Fort Myers Beach Woman's Club.
Vice Mayor Safford agreed and thanked Mary and her team for a fantastic event.
Council Member King thanked the Marine and Environmental Resources Task Force (MERTF) for planting the Gumbo Limbo tree for Florida's Arbor Day. He thanked everyone who was involved. He sent sympathies to State Representative Adam Botana's family and noted the service was on Friday afternoon.
Mayor Allers echoed the above comments.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

Dave Nusbaum, Chair of MERTF, reported that Mr. Steve Overy, President of Fly Heli Tours and Charters, spoke at their last meeting. MERTF unanimously voted to advise the Town Council to direct town staff to work with Steve to help mitigate the impact and location of the barge and his business of providing helicopter rides. He noted MERTF was tasked with investigating a water taxi/ferry and MERTF will be taking public comments. The information will be provided to the Town Council. MERTF will also research the development of an ecotourism base for the town.

Chair Nusbaum reported that the Florida Arbor Day event was successful and well attended. The MERTF award was given to the Estero Island Garden Club for their tree donations. Mayor Allers noted that MERTF did a great job at their meeting with Fly Heli.

VIII. APPROVAL OF MINUTES

A. Town Council - January 5, 2026

Council Member King moved to approve the minutes, seconded by Vice Mayor Safford.

The motion carried unanimously.

IX. CONSENT AGENDA

X. ITEMS REMOVED FROM CONSENT AGENDA

XI. PUBLIC HEARINGS

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

A. Ordinance 25-20, DCI20250203, 175 Sterling Ave. (FMB Women's Club)

This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 25-20. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for February 17, 2026 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING A REZONING TO A COMMERCIAL PLANNED DEVELOPMENT (CPD) FOR THE PROPERTY LOCATED AT 175 STERLING AVENUE, A PARCEL GENERALLY IDENTIFIED AS STRAP NUMBER 33-46-24-W2-00004.0000 TOWN OF FORT MYERS BEACH FROM INSTITUTIONAL TO ALLOW FOR THE REDEVELOPMENT OF THE PROPERTY FOR THE FORT MYERS BEACH WOMEN'S CLUB; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

DRAFT

Mayor Allers read the title of the ordinance. Ex parte Communications: Council Member Link watched the LPA meeting and she received an email from Patrick Vanasse. Vice Mayor Safford disclosed the same. Council Member King received an email from Mr. Vanasse and Mayor Allers watched the LPA meeting, received an email from Mr. Vanasse, had many communications with board members and visited the site many times. Mr. Link has been certified as an expert in his field. The property owner confirmed receipt of the agenda materials.

Community Development Senior Planner Jason Smalley reviewed the background of the request as stated on the blue sheet. He noted the applicant requested a COP (Consumption on Premises) for the hatched areas on the master plan. The applicant requested that the architectural renderings in Exhibit C be used for permitting if approved. Staff recommended approval with conditions.

Jim Ink represented the applicant. His presentation started with Team Members, What this Request Would do, Why Grant the Request, Request Statement, Presentation Outline, 2025 Aerial, Pre-Ian Site, Post-Ian Site, Proposed Property Regulations and Land Use.

Mayor Allers asked whether the applicant would oppose adding the phrase "nonprofit organizations only." Mr. Ink will address that with the owner before the second reading.

The presentation continued with the Design. Mr. Ink will discuss requesting a COP for the entire property with the owner. The following slide was Elevations – Lazy Way View, Elevations – Sterling View, and Request Analysis. He clarified that the rendering on page 66 was correct, not the one on page 50.

The presentation continued with Request Statement, Findings and Conclusions per 34-85 FMBLDC and Suggested Motion.

Public Comment:

Lee Harkins, resident, read a statement from Ron Bennett. He requested that the property revert to institutional status if resold and then he would support the project. Mr. Harkins described how Mr. and Mrs. Bennett and Mr. and Mrs. Diabasi contributed to the neighborhood. Mr. Harkins supported the project.

Public comment closed.

Mayor Allers moved to approve the ordinance for a second reading on February 17, 2026, seconded by Council Member King.

The motion carried unanimously by roll call vote.

DRAFT

B. Ordinance 26 - 01, Town Council Compensation Salary Waiver Clarification Ordinance

This legislative agenda item is a First Reading and Public Hearing on proposed Ordinance 26-01. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for February 17, 2026 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-19 "COMPENSATION," OF CHAPTER 2, "ADMINISTRATION," OF THE CODE OF ORDINANCES OF FORT MYERS BEACH, FLORIDA TO: 1) ALLOW TOWN COUNCIL MEMBERS AND THE MAYOR TO BE PAID AS PROVIDED IN THE TOWN CHARTER AND TO VOLUNTARILY WAIVE RECEIPT OF A SALARY AS AUTHORIZED BY THE CHARTER OR BENEFITS ASSOCIATED WITH THEIR SERVICE ON THE TOWN COUNCIL; AND 2) REAFFIRM THAT TOWN COUNCIL MEMBERS AND THE MAYOR MAY BE REIMBURSED FOR REASONABLE AND NECESSARY EXPENSES INCURRED IN THE PERFORMANCE OF OFFICIAL TOWN DUTIES, SUBJECT TO APPLICABLE LAW, THE TOWN CHARTER, AND ADOPTED TOWN AND TOWN COUNCIL POLICIES AND PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance. Town Attorney Stuparich indicated this ordinance was a result of the town council's discussion at their last meeting.
No public comment.

Council Member King moved to send the ordinance to a second hearing, seconded by Vice Mayor Safford.
The motion carried unanimously by roll call vote.

XII. ADMINISTRATIVE AGENDA

XIII. FINAL PUBLIC COMMENT

None

DRAFT

XIV. TOWN MANAGER'S ITEMS

Town Manager McKannay requested direction on appointing a council member as the contact person for the Fort Myers Beach Elementary School ILA. Mayor Allers volunteered to be the contact person. Town Manager McKannay walked through the school with contractors for a structural assessment. The report will be submitted to the town, along with the costs. They were working on a celebration event for the Town's 30th Anniversary. The strategic plan will be discussed at the March M&P session. He thanked MERTF and Environmental Project Manager Chadd Chustz for the Woman's Club celebration. He added that the Estero Island Garden Club donated $950.00 to continue these efforts in the future. Council members unanimously consented to accept the donation.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich will present an update to the donation policy at a future M&P session. In her opinion, Council Member King would have a voting conflict if he voted in favor of Mr. Brady for the vacancy due to a financial benefit. Council Member King cannot vote for Mr. Brady, but he could vote for other candidates.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Council Member King's last day to chair the Lee County Metropolitan Planning Organization will be on Friday. The agenda will include an increase in the sales tax for county road improvements. If it passes, it will go to the Board of County Commissioners then to a public vote if it passes. He will be in Tallahassee next week for a board meeting of the Florida League of Cities.

Vice Mayor Safford noted that the SAC (Selection Advisory Committee) voted to choose one, two and three out of five. The Charter Review Commission was going great. He recognized the groundbreaking for the Cottages of Paradise Point by Pink Shell. The cottages were fantastic and encouraged members to see them.

No items from other members.

XVII. ADJOURNMENT

Council Member King moved to adjourn the meeting.

The meeting was adjourned at 10:21 a.m.

DRAFT

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-267**

1. **Request:**

Meeting Date: February 2, 2026

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Tropical Storm Debby

What the action accomplishes:

Continues the Local State of Emergency issued for Tropical Storm Debby

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
CONSENT AGENDA	Resolution	Lizzette Roman, Town Clerk Administrative Coordinator

5. **Background:**

Approving and ratifying this Resolution will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 24-154.

Attachments:

1. 26-023, Extension of Local Emergency - Debby 02.03.26 - 02.09.26
2. 26-024, Extension of Local Emergency - Debby 02.10.26 - 02.16.26
3. 26-025, Extension of Local Emergency - Debby 02.17.26 - 02.23.26
4. 26-026, Extension of Local Emergency - Debby 02.24.26 - 03.02.26

Financial Impact:

Expenditures related to response and recovery efforts for Tropical Storm Debby have been incurred and are being tracked under applicable emergency and storm-related accounts. The Town anticipates seeking reimbursement through eligible state and federal disaster assistance programs, including FEMA, as applicable.

6. **Alternative Action**

Do not approve and end the Local State of Emergency for Tropical Storm Debby

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator	Created/Initiated - 1/20/2026
Amy Baker, Town Clerk	Approved - 1/20/2026
nancy stuparich, Town Attorney	Approved - 1/22/2026
Amy Baker, Town Clerk	Approved - 1/23/2026
William McKannay, Town Manager	Final Approval - 1/23/2026

RESOLUTION NUMBER 26-023

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

WHEREAS, Section 252.38(3), Florida Statutes, authorizes the Town of Fort Myers Beach to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, Chapter 12 of the Town Code of the Town of Fort Myers Beach authorizes certain powers in the event of a local state of emergency; and

WHEREAS, a state of local emergency proclamation is allowed for seven (7) days with appropriate extensions pursuant to law; and

WHEREAS, the effects of Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, must be extended.

THEREFORE, under the powers vested in it pursuant to Chapter 252, Florida Statutes, and under Chapter 12 of the Town Code of the Town of Fort Myers Beach, the **Town Council does hereby extend the proclamation of a state of local emergency in the Town of Fort Myers Beach, Florida, as identified above beginning at the end of the previously adopted state of local emergency to 7 days thereafter.**

SECTION 1. State of Local Emergency. The following emergency powers and other provisions shall be in force during this state of local emergency:

1. The Town Manager, or designee, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Section 252.33, Florida Statutes. This resolution further authorizes the Town Manager, or designee, to utilize all lawful authority granted to the Town of Fort Myers Beach by Federal, State, County, or Town Emergency Management Laws, Rules, Regulations, Orders and, including, but not limited to, Section 252.46 and Section 252.38(3)(a)(1) through Section 252.38(3)(a)(5), Florida Statutes, inclusive.

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be

limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

SECTION 2. Conflicts. Any and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. Severability. If any provision or portion of this Resolution or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Resolution, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Resolution are declared severable.

SECTION 4. Effective Date and Termination Date. This Resolution shall take effect immediately upon the termination of the previously adopted state of local emergency and shall terminate automatically seven (7) days from that date unless terminated earlier or extended by a document of equal dignity herewith.

SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Seat 4, Council Member	Vacant

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 26-024

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

WHEREAS, Section 252.38(3), Florida Statutes, authorizes the Town of Fort Myers Beach to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, Chapter 12 of the Town Code of the Town of Fort Myers Beach authorizes certain powers in the event of a local state of emergency; and

WHEREAS, a state of local emergency proclamation is allowed for seven (7) days with appropriate extensions pursuant to law; and

WHEREAS, the effects of Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, must be extended.

THEREFORE, under the powers vested in it pursuant to Chapter 252, Florida Statutes, and under Chapter 12 of the Town Code of the Town of Fort Myers Beach, the **Town Council does hereby extend the proclamation of a state of local emergency in the Town of Fort Myers Beach, Florida, as identified above beginning at the end of the previously adopted state of local emergency to 7 days thereafter.**

SECTION 1. State of Local Emergency. The following emergency powers and other provisions shall be in force during this state of local emergency:

1. The Town Manager, or designee, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Section 252.33, Florida Statutes. This resolution further authorizes the Town Manager, or designee, to utilize all lawful authority granted to the Town of Fort Myers Beach by Federal, State, County, or Town Emergency Management Laws, Rules, Regulations, Orders and, including, but not limited to, Section 252.46 and Section 252.38(3)(a)(1) through Section 252.38(3)(a)(5), Florida Statutes, inclusive.

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be

limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

SECTION 2. Conflicts. Any and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. Severability. If any provision or portion of this Resolution or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Resolution, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Resolution are declared severable.

SECTION 4. Effective Date and Termination Date. This Resolution shall take effect immediately upon the termination of the previously adopted state of local emergency and shall terminate automatically seven (7) days from that date unless terminated earlier or extended by a document of equal dignity herewith.

SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Seat 4, Council Member	Vacant

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 26-025

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

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WHEREAS, the effects of Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, must be extended.

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2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be

limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

SECTION 2. Conflicts. Any and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. Severability. If any provision or portion of this Resolution or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Resolution, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Resolution are declared severable.

SECTION 4. Effective Date and Termination Date. This Resolution shall take effect immediately upon the termination of the previously adopted state of local emergency and shall terminate automatically seven (7) days from that date unless terminated earlier or extended by a document of equal dignity herewith.

SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Seat 4, Council Member	Vacant

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 26-026

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

WHEREAS, Section 252.38(3), Florida Statutes, authorizes the Town of Fort Myers Beach to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, Chapter 12 of the Town Code of the Town of Fort Myers Beach authorizes certain powers in the event of a local state of emergency; and

WHEREAS, a state of local emergency proclamation is allowed for seven (7) days with appropriate extensions pursuant to law; and

WHEREAS, the effects of Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, must be extended.

THEREFORE, under the powers vested in it pursuant to Chapter 252, Florida Statutes, and under Chapter 12 of the Town Code of the Town of Fort Myers Beach, the **Town Council does hereby extend the proclamation of a state of local emergency in the Town of Fort Myers Beach, Florida, as identified above beginning at the end of the previously adopted state of local emergency to 7 days thereafter.**

SECTION 1. State of Local Emergency. The following emergency powers and other provisions shall be in force during this state of local emergency:

1. The Town Manager, or designee, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Section 252.33, Florida Statutes. This resolution further authorizes the Town Manager, or designee, to utilize all lawful authority granted to the Town of Fort Myers Beach by Federal, State, County, or Town Emergency Management Laws, Rules, Regulations, Orders and, including, but not limited to, Section 252.46 and Section 252.38(3)(a)(1) through Section 252.38(3)(a)(5), Florida Statutes, inclusive.

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be

limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

SECTION 2. Conflicts. Any and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. Severability. If any provision or portion of this Resolution or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Resolution, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Resolution are declared severable.

SECTION 4. Effective Date and Termination Date. This Resolution shall take effect immediately upon the termination of the previously adopted state of local emergency and shall terminate automatically seven (7) days from that date unless terminated earlier or extended by a document of equal dignity herewith.

SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Seat 4, Council Member	Vacant

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-268**

1. **Request:**

Meeting Date: February 2, 2026

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Hurricane Helene

What the action accomplishes:

Continues the Local State of Emergency issued for Hurricane Helene

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
CONSENT AGENDA	Resolution	Lizzette Roman, Town Clerk Administrative Coordinator

5. **Background:**

Approving and ratifying this Resolution will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 24-192

Attachments:

1. 26-027, Extension of Local Emergency - Helene 02.03.26 - 02.09.26
2. 26-028, Extension of Local Emergency - Helene 02.10.26 - 02.16.26
3. 26-029, Extension of Local Emergency - Helene 02.17.26 - 02.23.26
4. 26-030, Extension of Local Emergency - Helene 02.24.26 - 03.02.26

Financial Impact:

Expenditures related to response and recovery efforts for Hurricane Helene have been incurred and are being tracked under applicable emergency and storm-related accounts. The Town anticipates seeking reimbursement through eligible state and federal disaster assistance programs, including FEMA, as applicable.

6. **Alternative Action**

Do not approve and end the Local State of Emergency for Hurricane Helene

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator	Created/Initiated - 1/20/2026
Amy Baker, Town Clerk	Approved - 1/21/2026
nancy stuparich, Town Attorney	Approved - 1/22/2026
Amy Baker, Town Clerk	Approved - 1/23/2026

RESOLUTION NUMBER 26-027

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

WHEREAS, Section 252.38(3), Florida Statutes, authorizes the Town of Fort Myers Beach to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, Chapter 12 of the Town Code of the Town of Fort Myers Beach authorizes certain powers in the event of a local state of emergency; and

WHEREAS, a state of local emergency proclamation is allowed for seven (7) days with appropriate extensions pursuant to law; and

WHEREAS, the effects of Hurricane Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, must be extended.

THEREFORE, under the powers vested in it pursuant to Chapter 252, Florida Statutes, and under Chapter 12 of the Town Code of the Town of Fort Myers Beach, the **Town Council does hereby extend the proclamation of a state of local emergency in the Town of Fort Myers Beach, Florida, as identified above beginning at the end of the previously adopted state of local emergency to 7 days thereafter.**

SECTION 1. State of Local Emergency. The following emergency powers and other provisions shall be in force during this state of local emergency:

1. The Town Manager, or designee, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Section 252.33, Florida Statutes. This resolution further authorizes the Town Manager, or designee, to utilize all lawful authority granted to the Town of Fort Myers Beach by Federal, State, County, or Town Emergency Management Laws, Rules, Regulations, Orders and, including, but not limited to, Section 252.46 and Section 252.38(3)(a)(1) through Section 252.38(3)(a)(5), Florida Statutes, inclusive.

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

    - Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
    - Entering into contracts;
    - Incurring obligations;
    - Employment of permanent and temporary workers;
    - Utilization of volunteer workers;
    - Rental of equipment;
    - Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
    - Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

    (a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

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8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

SECTION 2. Conflicts. Any and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. Severability. If any provision or portion of this Resolution or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Resolution, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Resolution are declared severable.

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SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Seat 4, Council Member	Vacant

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 26-028

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

WHEREAS, Section 252.38(3), Florida Statutes, authorizes the Town of Fort Myers Beach to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, Chapter 12 of the Town Code of the Town of Fort Myers Beach authorizes certain powers in the event of a local state of emergency; and

WHEREAS, a state of local emergency proclamation is allowed for seven (7) days with appropriate extensions pursuant to law; and

WHEREAS, the effects of Hurricane Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, must be extended.

THEREFORE, under the powers vested in it pursuant to Chapter 252, Florida Statutes, and under Chapter 12 of the Town Code of the Town of Fort Myers Beach, the **Town Council does hereby extend the proclamation of a state of local emergency in the Town of Fort Myers Beach, Florida, as identified above beginning at the end of the previously adopted state of local emergency to 7 days thereafter.**

SECTION 1. State of Local Emergency. The following emergency powers and other provisions shall be in force during this state of local emergency:

1. The Town Manager, or designee, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Section 252.33, Florida Statutes. This resolution further authorizes the Town Manager, or designee, to utilize all lawful authority granted to the Town of Fort Myers Beach by Federal, State, County, or Town Emergency Management Laws, Rules, Regulations, Orders and, including, but not limited to, Section 252.46 and Section 252.38(3)(a)(1) through Section 252.38(3)(a)(5), Florida Statutes, inclusive.

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

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5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

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SECTION 2. Conflicts. Any and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. Severability. If any provision or portion of this Resolution or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Resolution, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Resolution are declared severable.

SECTION 4. Effective Date and Termination Date. This Resolution shall take effect immediately upon the termination of the previously adopted state of local emergency and shall terminate automatically seven (7) days from that date unless terminated earlier or extended by a document of equal dignity herewith.

SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Seat 4, Council Member	Vacant

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 26-029

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

WHEREAS, Section 252.38(3), Florida Statutes, authorizes the Town of Fort Myers Beach to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, Chapter 12 of the Town Code of the Town of Fort Myers Beach authorizes certain powers in the event of a local state of emergency; and

WHEREAS, a state of local emergency proclamation is allowed for seven (7) days with appropriate extensions pursuant to law; and

WHEREAS, the effects of Hurricane Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, must be extended.

THEREFORE, under the powers vested in it pursuant to Chapter 252, Florida Statutes, and under Chapter 12 of the Town Code of the Town of Fort Myers Beach, the **Town Council does hereby extend the proclamation of a state of local emergency in the Town of Fort Myers Beach, Florida, as identified above beginning at the end of the previously adopted state of local emergency to 7 days thereafter.**

SECTION 1. State of Local Emergency. The following emergency powers and other provisions shall be in force during this state of local emergency:

1. The Town Manager, or designee, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Section 252.33, Florida Statutes. This resolution further authorizes the Town Manager, or designee, to utilize all lawful authority granted to the Town of Fort Myers Beach by Federal, State, County, or Town Emergency Management Laws, Rules, Regulations, Orders and, including, but not limited to, Section 252.46 and Section 252.38(3)(a)(1) through Section 252.38(3)(a)(5), Florida Statutes, inclusive.

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

    - Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
    - Entering into contracts;
    - Incurring obligations;
    - Employment of permanent and temporary workers;
    - Utilization of volunteer workers;
    - Rental of equipment;
    - Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
    - Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

    (a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

SECTION 2. Conflicts. Any and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. Severability. If any provision or portion of this Resolution or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Resolution, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Resolution are declared severable.

SECTION 4. Effective Date and Termination Date. This Resolution shall take effect immediately upon the termination of the previously adopted state of local emergency and shall terminate automatically seven (7) days from that date unless terminated earlier or extended by a document of equal dignity herewith.

SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Seat 4, Council Member	Vacant

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 26-030

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

WHEREAS, Section 252.38(3), Florida Statutes, authorizes the Town of Fort Myers Beach to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, Chapter 12 of the Town Code of the Town of Fort Myers Beach authorizes certain powers in the event of a local state of emergency; and

WHEREAS, a state of local emergency proclamation is allowed for seven (7) days with appropriate extensions pursuant to law; and

WHEREAS, the effects of Hurricane Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, must be extended.

THEREFORE, under the powers vested in it pursuant to Chapter 252, Florida Statutes, and under Chapter 12 of the Town Code of the Town of Fort Myers Beach, the **Town Council does hereby extend the proclamation of a state of local emergency in the Town of Fort Myers Beach, Florida, as identified above beginning at the end of the previously adopted state of local emergency to 7 days thereafter.**

SECTION 1. State of Local Emergency. The following emergency powers and other provisions shall be in force during this state of local emergency:

1. The Town Manager, or designee, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Section 252.33, Florida Statutes. This resolution further authorizes the Town Manager, or designee, to utilize all lawful authority granted to the Town of Fort Myers Beach by Federal, State, County, or Town Emergency Management Laws, Rules, Regulations, Orders and, including, but not limited to, Section 252.46 and Section 252.38(3)(a)(1) through Section 252.38(3)(a)(5), Florida Statutes, inclusive.

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

    - Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
    - Entering into contracts;
    - Incurring obligations;
    - Employment of permanent and temporary workers;
    - Utilization of volunteer workers;
    - Rental of equipment;
    - Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
    - Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

    (a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

SECTION 2. Conflicts. Any and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. Severability. If any provision or portion of this Resolution or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Resolution, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Resolution are declared severable.

SECTION 4. Effective Date and Termination Date. This Resolution shall take effect immediately upon the termination of the previously adopted state of local emergency and shall terminate automatically seven (7) days from that date unless terminated earlier or extended by a document of equal dignity herewith.

SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Seat 4, Council Member	Vacant

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-269**

1. **Request:**

Meeting Date: February 2, 2026

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Hurricane Milton

What the action accomplishes:

Continues the Local State of Emengency issued for Hurricane Milton

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
CONSENT AGENDA	Resolution	Lizzette Roman, Town Clerk Administrative Coordinator

5. **Background:**

Approving and ratifying this Resolution will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 24-214

Attachments:

1. 26-031, Extension of Local Emergency - Milton 02.03.26 - 02.09.26
2. 26-032, Extension of Local Emergency - Milton 02.10.26 - 02.16.26
3. 26-033, Extension of Local Emergency - Milton 02.17.26 - 02.23.26
4. 26-034, Extension of Local Emergency - Milton 02.24.26 - 03.02.26

Financial Impact:

Expenditures related to response and recovery efforts for Hurricane Milton have been incurred and are being tracked under applicable emergency and storm-related accounts. The Town anticipates seeking reimbursement through eligible state and federal disaster assistance programs, including FEMA, as applicable.

6. **Alternative Action**

Do not approve and end the Local State of Emergency for Hurricane Milton

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator	Created/Initiated - 1/20/2026
Amy Baker, Town Clerk	Approved - 1/21/2026
nancy stuparich, Town Attorney	Approved - 1/22/2026
Amy Baker, Town Clerk	Approved - 1/23/2026
William McKannay, Town Manager	Final Approval - 1/23/2026

RESOLUTION NUMBER 26-031

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

WHEREAS, Section 252.38(3), Florida Statutes, authorizes the Town of Fort Myers Beach to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, Chapter 12 of the Town Code of the Town of Fort Myers Beach authorizes certain powers in the event of a local state of emergency; and

WHEREAS, a state of local emergency proclamation is allowed for seven (7) days with appropriate extensions pursuant to law; and

WHEREAS, the effects of Hurricane Milton impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on October 6, 2024, must be extended.

THEREFORE, under the powers vested in it pursuant to Chapter 252, Florida Statutes, and under Chapter 12 of the Town Code of the Town of Fort Myers Beach, the **Town Council does hereby extend the proclamation of a state of local emergency in the Town of Fort Myers Beach, Florida, as identified above beginning at the end of the previously adopted state of local emergency to 7 days thereafter.**

SECTION 1. State of Local Emergency. The following emergency powers and other provisions shall be in force during this state of local emergency:

1. The Town Manager, or designee, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Section 252.33, Florida Statutes. This resolution further authorizes the Town Manager, or designee, to utilize all lawful authority granted to the Town of Fort Myers Beach by Federal, State, County, or Town Emergency Management Laws, Rules, Regulations, Orders and, including, but not limited to, Section 252.46 and Section 252.38(3)(a)(1) through Section 252.38(3)(a)(5), Florida Statutes, inclusive.

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

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4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

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5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

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(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

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8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Seat 4, Council Member	Vacant

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 26-032

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

WHEREAS, Section 252.38(3), Florida Statutes, authorizes the Town of Fort Myers Beach to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, Chapter 12 of the Town Code of the Town of Fort Myers Beach authorizes certain powers in the event of a local state of emergency; and

WHEREAS, a state of local emergency proclamation is allowed for seven (7) days with appropriate extensions pursuant to law; and

WHEREAS, the effects of Hurricane Milton impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on October 6, 2024, must be extended.

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3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

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- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
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- Rental of equipment;
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5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

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8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Seat 4, Council Member	Vacant

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 26-033

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

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Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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Vose Law Firm, LLP, Town Attorney

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RESOLUTION NUMBER 26-034

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Seat 4, Council Member	Vacant

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FORT MYERS BEACH TOWN COUNCIL

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Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-224**

1. **Request:**

Meeting Date: February 2, 2026

Review of Beach Recovery projects since Hurricane Ian and seeking Town Council direction on proposed 2026 Beach Sand Truck Haul projects.

Why the action is necessary:

Several areas of shoreline were left low lying following the 2024/25 Estero Island Beach Nourishment and Hurricane Recovery Project. In addition, due to mechanical and weather delays, the contractor was not able to re-build the berm in the Central segment. The proposed beach sand truck haul projects will fill the beach template, and reestablish the berm waterward of the dune plantings.

What the action accomplishes:

Town Staff informs the public about past and future beach management projects. In addition, Town Staff receives direction from Town Council on how to proceed with various elements of the proposed beach sand truck haul projects.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Chadd Chustz, Environmental Projects Manager

---

5. **Background:**

Town staff is seeking direction from Town Council on proposed Beach Sand Truck Haul Projects to fill in low lying areas on the Central and South shoreline segments. In addition, Staff is proposing to reestablish the berm that was washed away by Hurricanes Helene and Milton in 2024.

Attachments:

1. 24303 Estero Island 2025 Truck Haul 294+00 - 300+00
2. 24303 Estero Island 2025 Truck Haul 20260105
3. 24504 Estero Island Beach Nourish Post-Con Minutes 20251120

Financial Impact:

The Florida Department of Emergency Management Grant D1502 and the Florida Department of Environmental Protection Grant 23LE01 will fund the project construction. The Town and the TDC will fund the local cost share of the engineering costs associated with the South Segment construction.

6. **Alternative Action**

Town Council does not approve some or all of the proposed beach sand truck haul projects.

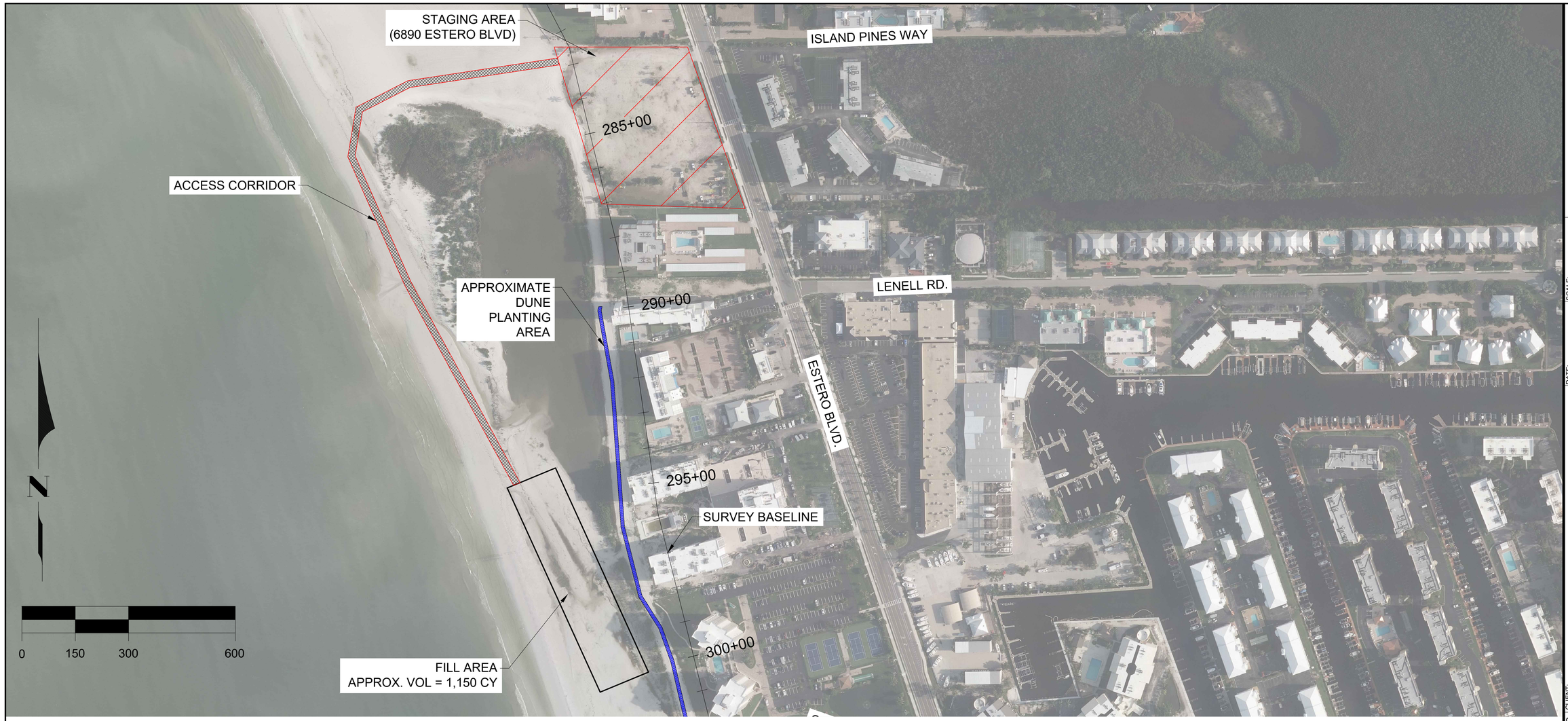
7. **Management Recommendations:**

Approve the proposed Beach Sand Truck Haul Projects.

8. **Recommended Approval:**

Chadd Chustz, Environmental Projects Manager	Created/Initiated - 1/16/2026
Frankie Kropacek, Community Development Director	Approved - 1/16/2026

Joe Onzick, Finance Director	Approved - 1/16/2026
nancy stuparich, Town Attorney	Approved - 1/19/2026
Amy Baker, Town Clerk	Approved - 1/20/2026
William McKannay, Town Manager	Final Approval - 1/20/2026



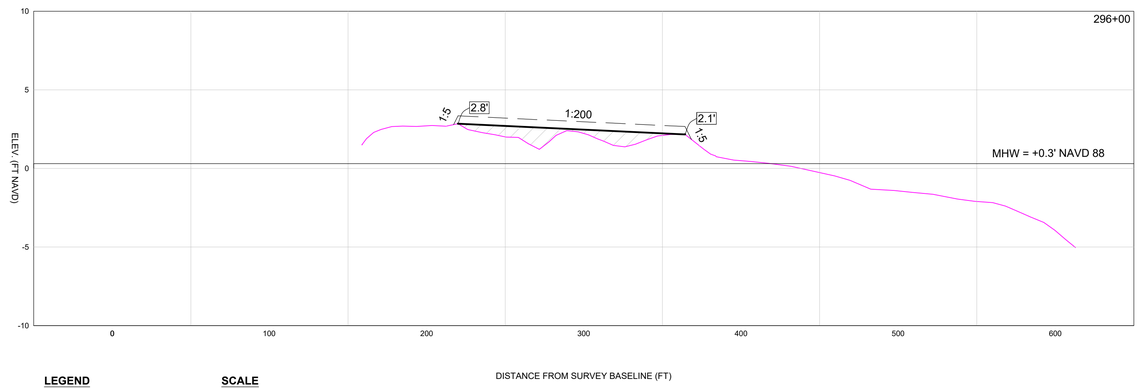
NOTES

1. BEACH SURVEYS COMPLETED BY COASTAL ENGINEERING CONSULTANTS (CEC), INC. 5/13/2025.
2. AERIAL PHOTOGRAPHY OBTAINED FROM KUCERA, DATED AUGUST 2025.
3. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE WEST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
4. ELEVATIONS SHOWN HEREON ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BENCHMARKS USED:
5.

   BOOB2
   NORTHING: 753,698.79'
   EASTING: 690,191.24'
   ELEVATION: 5.0' NAVD 1988

6. MEAN HIGH WATER ELEVATION OF +0.3 FEET NAVD88 IS BASED ON INFORMATION FROM THE FDEP AND TIDE STATION ID NUMBER 8727366.
7. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATES SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.

TYPICAL CROSS SECTION



LEGEND

= BEACH FILL AREA

= 0.5' TOLERANCE

= 5/13/2025 SURVEY

SCALE

Horiz: 1" = 50'
Vert: 1" = 5'

MICHAEL T. POFF
LICENSE
No 48218
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

NO.	DATE	BY	REVISION DESCRIPTION

DATE: 12/17/2025 SCALE: AS NOTED
DRAWN: KAK F.B.
CHECKED: MTP PG.
SEC: TWP. RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: TRUCK HAUL PLAN
STATIONS 294+00-300+00

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

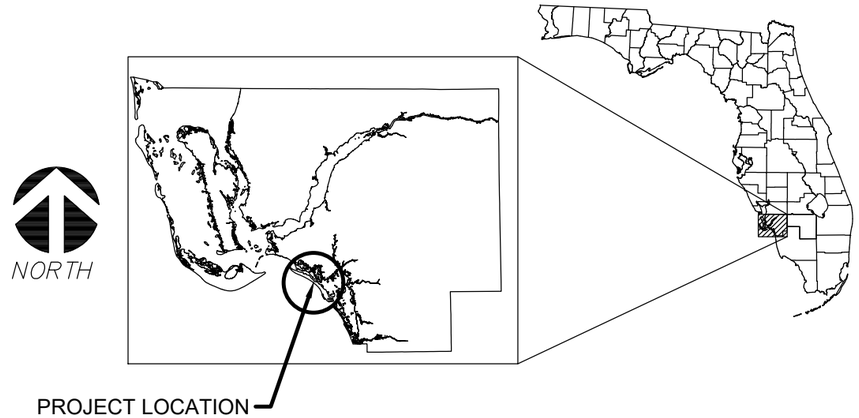
SHEET 1
FILE NO.: 24303-EITH-C-1

ESTERO ISLAND TRUCK HAUL
CONSTRUCTION PLANS 2026

PREPARED FOR:
TOWN OF FORT MYERS BEACH

INDEX

1. COVER SHEET
2. PLAN VIEW FILL AREAS
3. PLAN VIEW FILL AREAS
4. PLAN VIEW FILL AREAS
5. TYPICAL CROSS SECTIONS
6. TYPICAL CROSS SECTIONS



LEE COUNTY
N.T.S.

NOTES

1. BEACH SURVEYS COMPLETED BY COASTAL ENGINEERING CONSULTANTS (CEC), INC. 8/15/2025.
2. AERIAL PHOTOGRAPHY OBTAINED FROM KUCERA, DATED AUGUST 2025.
3. EROSION CONTROL LINE (ECL) RECORDED IN THE PLAT BOOK 70, PAGE 25, LEE COUNTY, FLORIDA.
4. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE WEST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
5. ELEVATIONS SHOWN HEREON ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BENCHMARKS USED:

   ACOE ESTERO 101 2015 JAX DIST, PID NO. BBDV83
   NORTHING: 764,427.976'
   EASTING: 681,535.064'
   ELEVATION: 4.73' NAVD 1988

   FDEP 1283-A25-2
   NORTHING: 770,456.326'
   EASTING: 670,763.371'
   ELEVATION: 3.37' NAVD 1988

   USGS Z246 1965, PID NO. AD1355
   NORTHING: 752,530.14'
   EASTING: 696,072.78'
   ELEVATION: 15.41' NAVD 1988

6. MEAN HIGH WATER ELEVATION OF +0.3 FEET NAVD88 IS BASED ON INFORMATION FROM THE FDEP AND TIDE STATION ID NUMBER 8727366.
7. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATES SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.

MICHAEL T. POFF LICENSE No 48218 STATE OF FLORIDA PROFESSIONAL ENGINEER

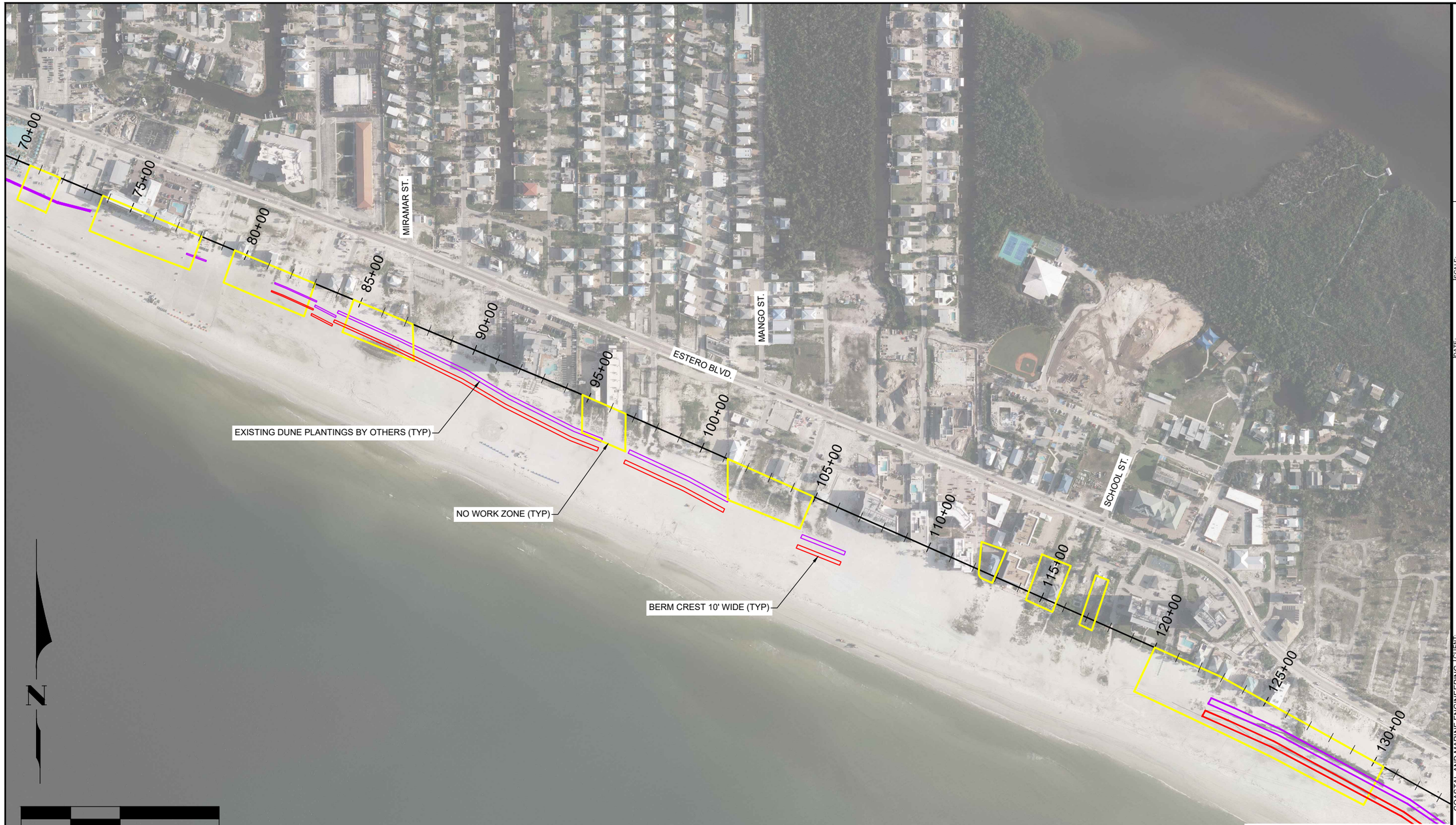
NO.	DATE	REVISION DESCRIPTION

DATE: 1/5/2026 SCALE: AS NOTED
DRAWN: KAK F.B.
CHECKED: MTP PG.
SEC. TWP. RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

CLIENT: TOWN OF FORT MYERS BEACH
TITLE: COVER SHEET

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SHEET 1
FILE NO.: 24303-EITH-C-1



BERM VOLUME SUMMARY TABLE	
BERM STATIONS	APPROXIMATE VOLUME (CY)
81+00 TO 96+00	4,200
97+00 TO 102+00	1,400
105+00 TO 107+00	600
123+00 TO 130+00	2,000
Subtotal	8,200

MICHAEL T. POFF
LICENSE
No 48218
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

TOWN OF FORT MYERS BEACH

PLAN VIEW
FILL AREAS

DATE: 1/5/2026 | SCALE: AS NOTED
DRAWN: KAK | F.B.
CHECKED: MTP | P.G.
SEC. | TWP. | RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

NO.	DATE	BY	REVISION DESCRIPTION

CLIENT:
TITLE:

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SHEET 2
FILE NO.: 24303-EITH-C-2



FILL VOLUME SUMMARY TABLE	
FILL AREA	APPROXIMATE VOLUME (CY)
1	240
Subtotal	240

BERM VOLUME SUMMARY TABLE	
BERM STATIONS	APPROXIMATE VOLUME (CY)
130+00 TO 138+00	2,300
139+00 TO 161+00	6,200
163+00 TO 183+00	5,600
Subtotal	14,100

MICHAEL T. POFF LICENSE No 48218 STATE OF FLORIDA PROFESSIONAL ENGINEER

PLAN VIEW FILL AREAS

CLIENT: TOWN OF FORT MYERS BEACH

TITLE:

DATE: 1/5/2026 | SCALE: AS NOTED
DRAWN: KAK | F.B.
CHECKED: MTP | PG.
SEC. | TWP. | RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

NO.	DATE	BY	REVISION DESCRIPTION

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BONITA SPRINGS, FLORIDA 34135

SHEET 3
FILE NO.: 24303-EITH-C-3

BENCHMARK
ACOE ESTERO 101 2015 JAX DIST, PID No. BBDV83
N: 764,427.98
E: 681,535.06
EL: 4.7'

NEWTON PARK
(CONSTRUCTION ACCESS AND STAGING)
4650 ESTERO BLVD, FORT MYERS BEACH, FL 33931

DAKOTA AVE.
(CONSTRUCTION ACCESS AND STAGING)
DAKOTA AVENUE, FORT MYERS BEACH, FL 33931

180+00
185+00
190+00
195+00
200+00
205+00
210+00
215+00
220+00
225+00
230+00
235+00

ESTERO BLVD.
BAYLAND RD.
DAKOTA AVE.
STERLING AVE.

NO WORK ZONE (TYP)
FILL AREA #2
APPROX. VOL = 1,200 CY
BERM CREST 10' WIDE (TYP)
FILL AREA #3
APPROX. VOL = 2500 CY
EXISTING DUNE PLANTINGS BY OTHERS (TYP
FILL AREA #4
APPROX. VOL = 225 CY
FILL AREA #5
APPROX. VOL = 750 CY

N

0 200 400 800

FILL VOLUME SUMMARY TABLE	
FILL AREA	APPROXIMATE VOLUME (CY)
2	1,200
3	2,500
4	225
5	750
Subtotal	4,915

BERM VOLUME SUMMARY TABLE	
BERM STATIONS	APPROXIMATE VOLUME (CY)
184+00 TO 198+00	3,900
200+00 TO 234+00	9,500
Subtotal	13,400

MICHAEL T. POFF
LICENSE
No 48218
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

DATE:	1/5/2026
SCALE:	AS NOTED
DRAWN:	KAK
F.B.	
CHECKED:	MTP
P.S.	
SEC.	
TWP.	
RNG.	
ACAD NO.	24.303
REF. NO.	24303 - EI TRUCK HAUL 2025-C

NO.	DATE	BY	REVISION DESCRIPTION

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: PLAN VIEW
FILL AREAS

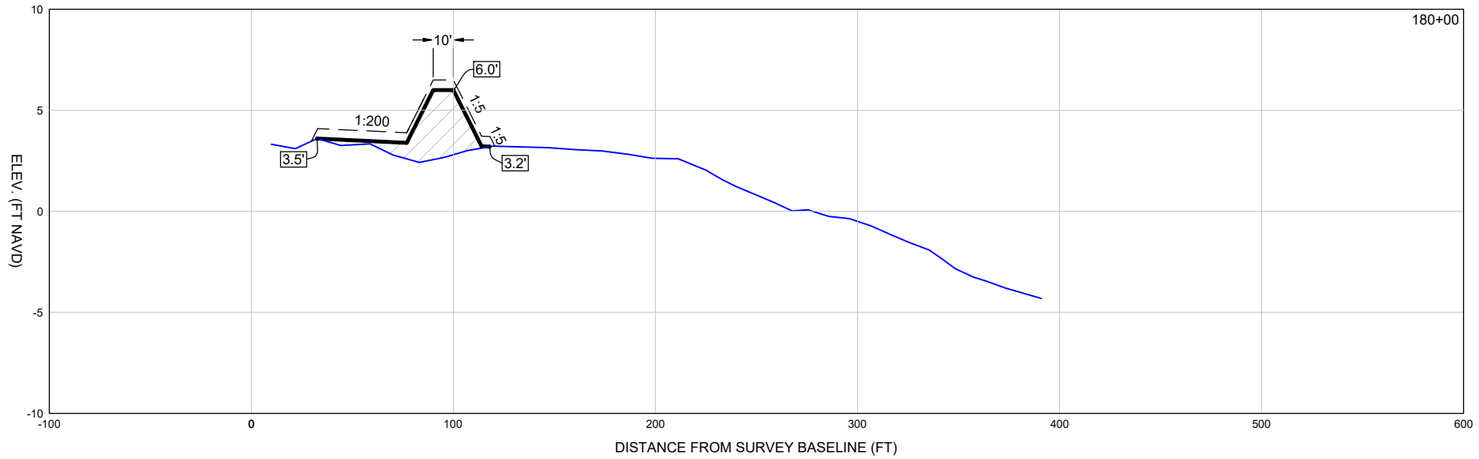
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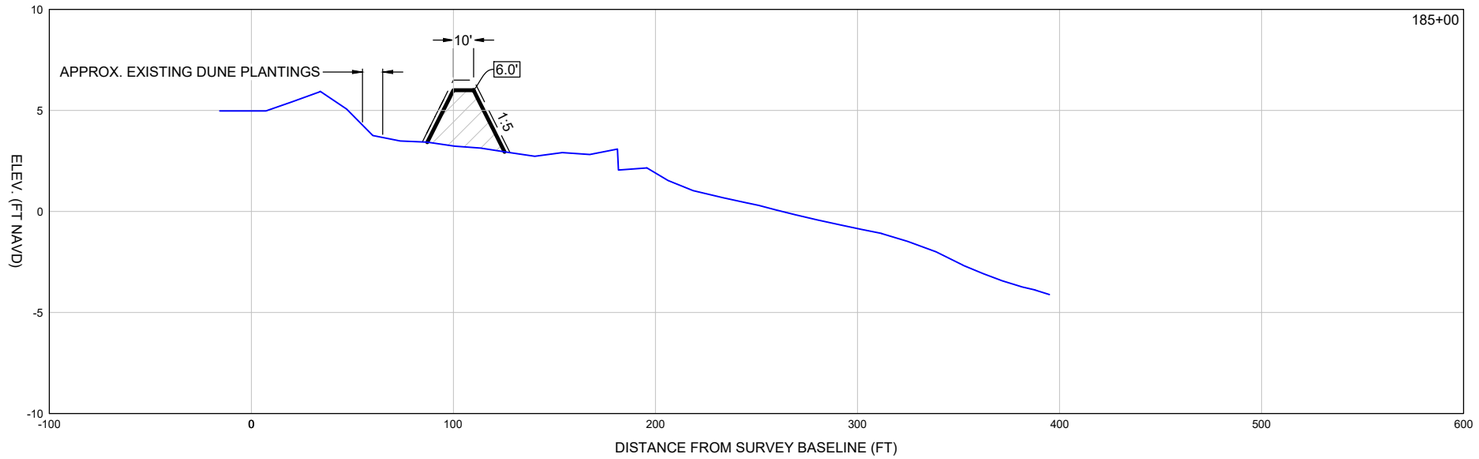
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SHEET 4
FILE NO.: 24303-EITH-C-4

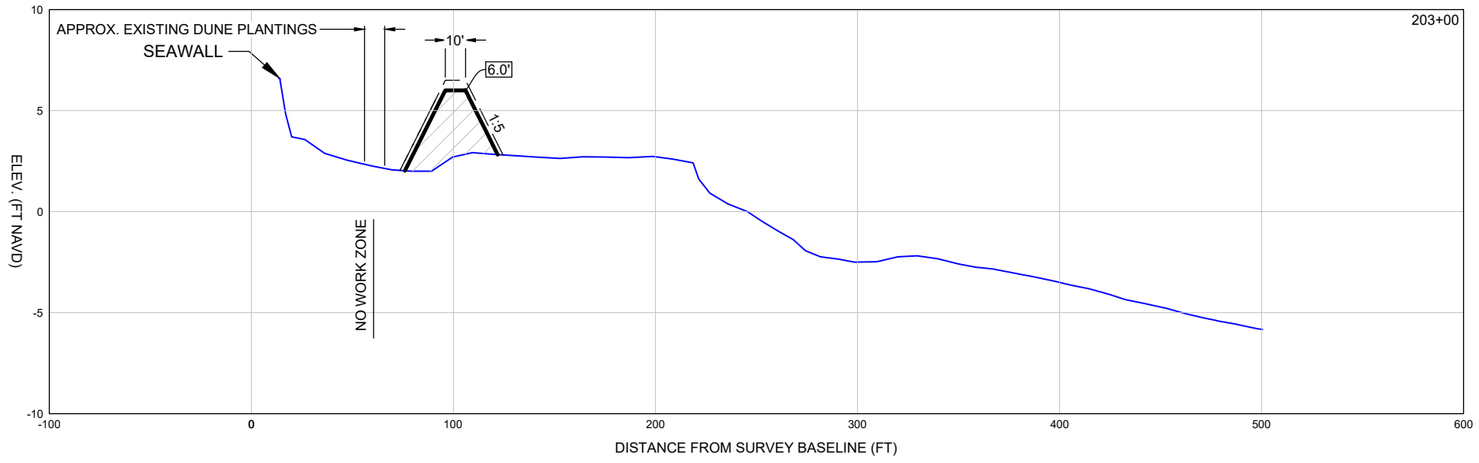
FILL AREA #1 TYPICAL SECTION



TYPICAL BERM SECTION



FILL AREA #2 TYPICAL SECTION



LEGEND

= BEACH FILL AREA

= 0.5' TOLERANCE

= APPROXIMATE GRADE

SCALE

Horiz: 1" = 50'
Vert: 1" = 5'

MICHAEL T. POFF LICENSE No 48218 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: 1/5/2026
SCALE: AS NOTED
DRAWN: KAK
F.B.
CHECKED: MTP
P.G.
SEC.
TWP.
RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

NO.	DATE	BY	REVISION DESCRIPTION

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: TYPICAL CROSS SECTIONS

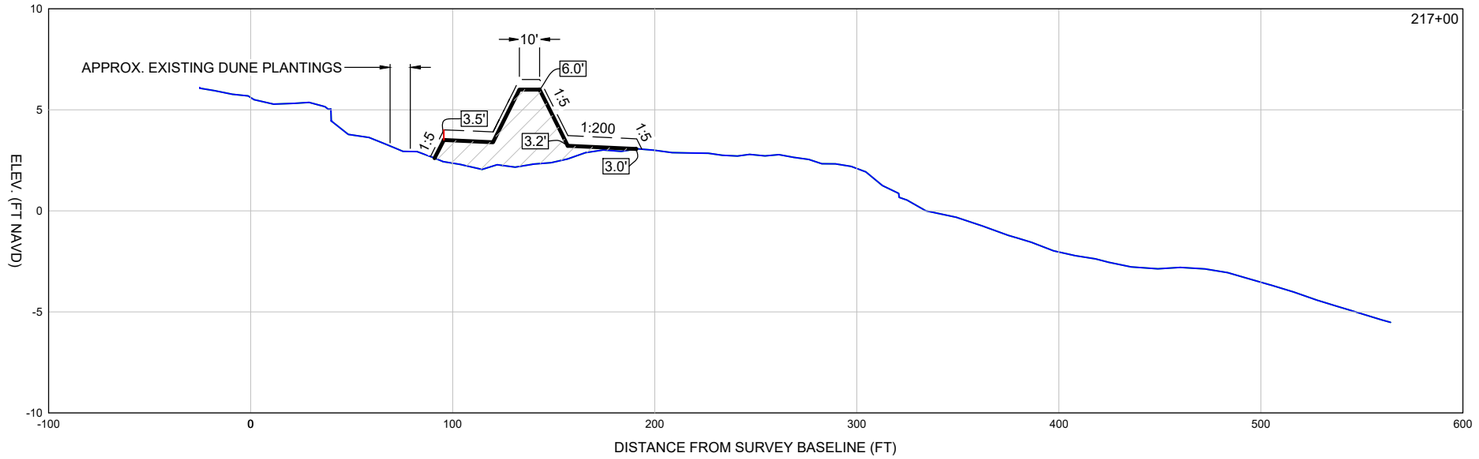
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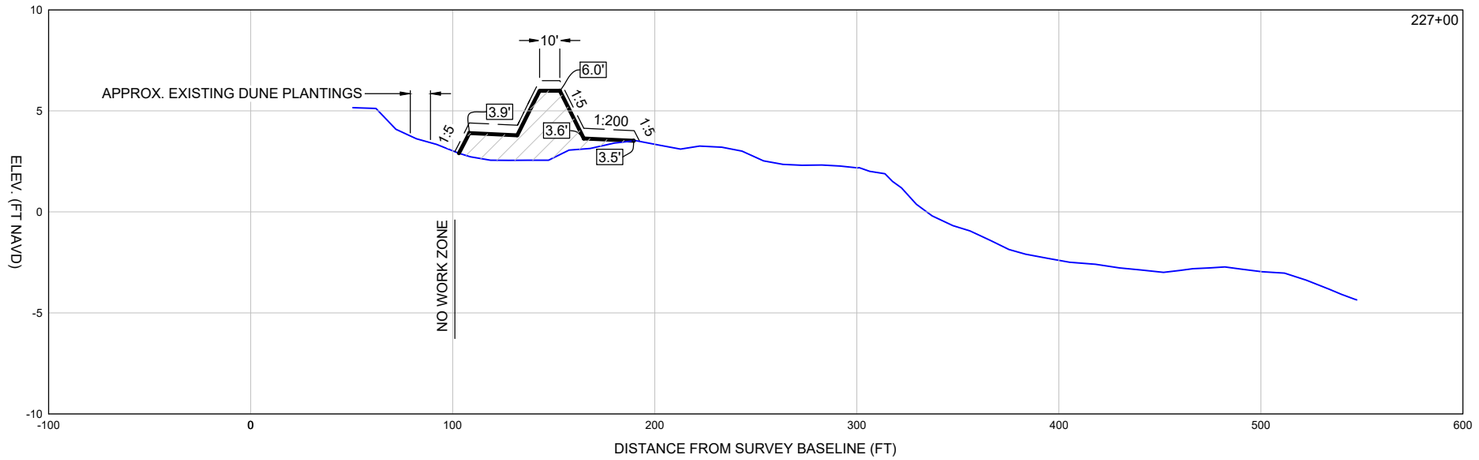
COASTAL ENGINEERING CONSULTANTS INC.
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2842\ BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

SHEET 5
FILE NO.: 24303-EITH-C-5

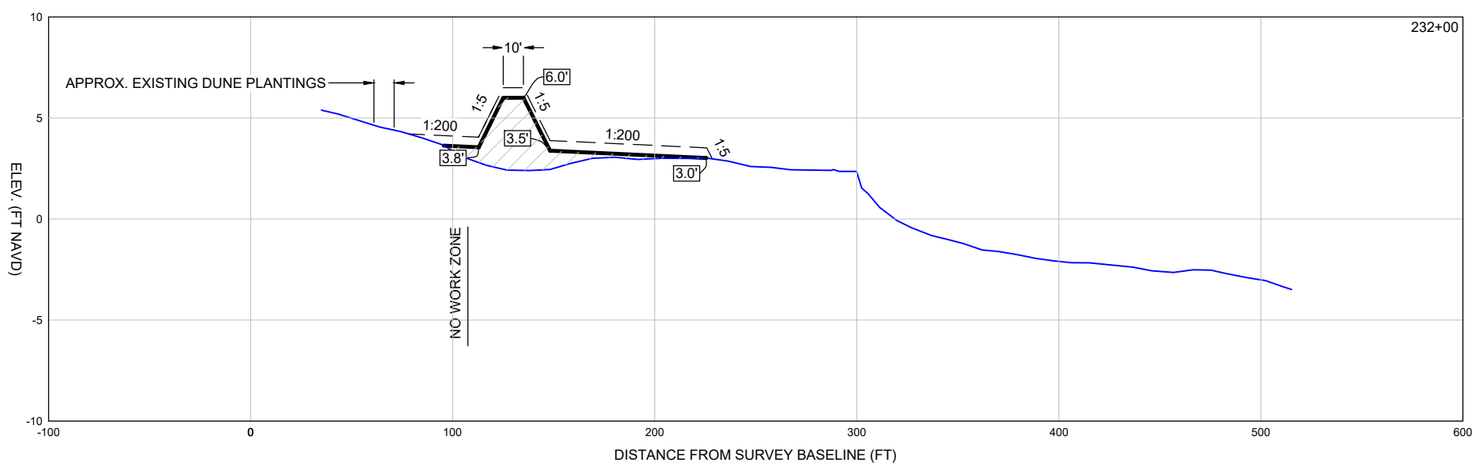
FILL AREA #3 TYPICAL SECTION



FILL AREA #4 TYPICAL SECTION



FILL AREA #5 TYPICAL SECTION



LEGEND

= BEACH FILL AREA

= 0.5' TOLERANCE

= APPROXIMATE GRADE

SCALE

Horiz: 1" = 50'
Vert: 1" = 5'

MICHAEL T. POFF LICENSE No 48218 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE:	1/5/2026
SCALE:	AS NOTED
DRAWN:	KAK
F.B.	
CHECKED:	MTP
P.G.	
SEC.	
TWP.	
RNG.	
ACAD NO.	24.303
REF. NO.	24303 - EI TRUCK HAUL 2025-C

NO.	DATE	BY	REVISION DESCRIPTION

TOWN OF FORT MYERS BEACH

TYPICAL CROSS SECTIONS

COASTAL AND MARINE ENGINEERING
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SHEET 6
FILE NO.: 24303-EITH-C-6

ESTERO ISLAND BEACH NOURISHMENT AND HURRICANE RECOVERY PROJECT
DEP PERMIT NO. 0413684-001-JC, 0413684-003-JN
USACE PERMIT NO. SAJ-2000-03017 (SP-SJF)
POST-CONSTRUCTION MEETING
November 20, 2025

MINUTES

I. INTRODUCTIONS

Town: Chadd
Ahtna: Jim
CEC: Michael, Kora
Turtle Time: Cindy, Eve
FDEP: Ivana, Libbie
FWC: Ashley, Eric

II. SUMMARY OF WORK

A. Overall

The contractor, Ahtna Marine and Construction Company, LLC (Ahtna), mobilized to the work site beginning in July 2024. Sand placement began on the North Beach segment (R-176 to R-182) on August 10, 2024 and pumping was completed on December 20, 2024. Sand placement began on the Central Beach segment (R-182 to R-198) and was paused in January 2025 as Ahtna moved to the South Beach segment (R-203 to R-207) and began pumping sand. Ahtna completed South Beach on May 14, 2025 then returned to Central Beach and restarted pumping. Ahtna competed Central Beach on August 22, 2025. All work including final site clean-up and demobilization was completed on September 9, 2025.

B. Beach Fills

North Beach: Ahtna excavated and placed 284,000 cubic yards (pay volume) within the permitted fill template between R-176 and R-181.7. Ahtna placed approximately 305,373 cubic yards of sand (total volume) on North Beach. Due to impact of Hurricanes Helene and Milton, the Town had Ahtna transport and place approximately 6,400 cubic yards of sand from Stewart Materials' inland mine to address the Category G storm impact volume on North Beach.

Central Beach: Ahtna excavated and placed 299,922 cubic yards (pay volume) within the permitted fill template between R-181.7 and R-198. Ahtna placed approximately 324,374 cubic yards of sand (total volume) on Central Beach.

South Beach: Ahtna placed 297,701 cubic yards (pay and total volume) within the permitted fill template between R-203 and R-207. Of this volume, approximately 32,000 cubic yards were transported and placed from Stewart Materials' inland mines.

Total: Ahtna placed approximately 927,448 cubic yards (total volume) on Estero Island.

Borrow Area: Based on the pre- and post-construction surveys, approximately 935,435 cubic yards were excavated from the Nearshore Borrow Area (NBA).

III. ENVIRONMENTAL MONITORING

A. Sea Turtles

2025 Season statistics:
- 113 total nests
- 44 nests relocated
- 82 nests hatched
- 5 nests washed away
- 52% of nests were washed over
- ~9,600 total eggs; 5,091 successful (57% success rate)
- ~300 disorientations (from 29 nests)

Concerns raised:
- Future tilling on the island and its impact on nests and hatchlings.
- High disorientation numbers were attributed to reduced vegetation and building loss following hurricanes.

FWC Questions & Discussion:

Disorientation Reports (OWNA): **FWC** asked about the 69 OWNA reports. **Turtle Time** confirmed all were attributed to the pipeline on the beach.

Standing Water Nests: **FWC** asked about 42 nests located in standing water; **Turtle Time** indicated these were in the CWA area following about a week of heavy rain.

Washed-Over Nests: **Turtle Time** explained that 52% washed-over nests were in constructed beach areas where relocation was not allowed under the permit.

Tilling Depth Discussion: **CEC** initiated the discussion to the appropriateness of 36-inch vs. 24-inch tilling depths. **Turtle Time** raised the concerns of deep ruts and soft sand make hatchling navigation difficult; and footprints 5–9 inches deep worsen rutting and water collection.

Multi-Agency Feedback: **Turtle Time, CEC, and Town** expressed support for 24-inch tilling or no tilling, as 36 inches is too deep for the island's geomorphology and does not benefit shoreline stability.

***FWC** Recommendation:* Prior to the season, **Town** should request a coordinated site review with all agencies to evaluate beach conditions before deciding on tilling depth. All agencies should be copied on this request.

Everyone expressed appreciation for the cooperation and communication throughout the Project.

B. Nesting Shorebirds

CEC reported on 2024–2025 shorebird seasons. No major issues. **Ahtna** and **Town** complied with permit conditions by maintaining daily monitors in active work areas.

Town sent everyone a link to the **FWC** summary report with nest statistics for the CWA.

C. Turbidity Monitoring

CEC reported monitoring and reporting was conducted in accordance with permit requirements and there were no turbidity violations. FDEP confirmed receipt of reporting and compliance.

D. Wintering Birds
Monitoring began September 15 and will continue twice a month through May 15, 2025.

IV. POST-CONSTRUCTION MONITORING

A. Physical Monitoring

CEC shared their goal is to complete and submit the physical monitoring report by the end of the calendar year.

FDEP confirmed receipt of the dredging completion certification. FDEP shared the Town could request relief from project specific aerial photography requirements and utilize other commercially available photography. CEC clarified photos were taken at 95% project completion.

B. Sea Turtle Protection

FWC reminded the Team of obligations for:
- Post-construction sea turtle monitoring
- Escarpment monitoring
- Lighting surveys

CEC requested and **FWC** confirmed they received Turtle Time's report and are awaiting final data confirmation.

V. UPCOMING ACTIVITIES

A. Beach Cleanup and Raking

FWC asked about upcoming beach cleanups or activities. **Town** reported there are no cleanup events are planned at this time; beach raking will continue.

B. Emergency Hurricane Recovery Work

CEC shared the Town is pursuing a truck haul to address underfilled areas under Emergency Hurricane Recovery actions. Sand will be truck-hauled and placed in low-elevation areas to reduce future pooling. Work will occur before April 15. Shorebird monitoring will be conducted as needed.

C. Dune Vegetation

Town shared plans for additional planting areas, dune modifications, and CWA planting. **FWC** reminded Team about permit requirements for dune vegetation during nesting season.

VI. FUTURE NOURISHMENT PROJECTS

FWC questioned the plans for future events and stated more coordination will be needed for future dredging projects to avoid impacts from pipeline placement during season.

CEC confirmed the nearshore borrow area is fully exhausted. Future projects will require use of scow-barge or hopper dredge methods for offshore sand sourcing, eliminating some of the pipeline issues experienced previously.

Town shared they will continue to engage property owners and request easements to eliminate the Now Work Zones to help address pipeline placement issues.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-225**

1. **Request:**

Meeting Date: February 2, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, GRANTING A TEMPORARY WORK EASEMENTS NOT TO EXCEED 24 MONTHS TO LEE COUNTY FOR USE BY THE UNITED STATES ARMY CORPS OF ENGINEERS OVER PORTIONS OF HERCULES AND PALM AVENUES FOR THE PURPOSE OF FACILITATING OPERATION AND MAINTENANCE WORK ASSOCIATED WITH THE NEARSHORE PLACEMENT AREA FOR THE FORT MYERS OPERATION AND MAINTENANCE PROJECT (MATANZAS PASS); AUTHORIZING THE MAYOR TO SIGN THE TEMPORARY WORK EASEMENTS AND DIRECTING THE TOWN CLERK TO PROVIDE A COPY OF THE EXECUTED EASEMENTS TO LEE COUNTY FOR RECORDING IN THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The temporary work easement to be approved by this resolution is necessary to allow Lee County to complete the USACE Fort Myers Operation and Maintenance Project to dredge the channel to restore and maintain nautical navigation of Matanzas Pass for the benefit of citizens of Fort Myers Beach and Lee County.

What the action accomplishes:

This action formally approves a temporary work easement between Fort Myers Beach and Lee County for maintenance and development purposes. USACE is asking for a 90 day construction period within a 2 year window.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Chadd Chustz, Environmental Projects Manager

5. **Background:**

The United States Army Corps of Engineers (USACE) periodically dredges Matanzas Pass to restore and maintain navigation.

The project typically generates 100,000 to 175,000 cubic yards of material. The spoil material is disposed of nearshore along the Central segment between R-182.5 (Lani Kai) and R-187 (Old Junkanoo property).

This project has benefited the shoreline, by adding significant width to the beach in the project area.

Attachments:

1. Final NS Resolution No. 26-036 - Approving Temporary Work Easement rev cdc v2
2. Exhibit A-1 to Res. 26-036 - USACE Temporary Work Easement - Hercules Ave
3. Exhibit A-2 to Res. 26-036 - USACE Temporary Work Easement - Palm Ave
4. Matanzas Pass Dredge Nearshore Placement
5. Matanzas Pass Dredge Plan View

Financial Impact:

Parking revenue from the Hercules and Palm Ave beach accesses may be impacted when the USACE is in active construction, utilizing the accesses to move equipment and material on and off the beach.

6. **Alternative Action**
Do not approve easement for USACE.

7. **Management Recommendations:**
Approve the USACE construction easement for the Matanzas Pass Dredge Project.

8. **Recommended Approval:**

Chadd Chustz, Environmental Projects Manager	Created/Initiated - 1/16/2026
Frankie Kropacek, Community Development Director	Approved - 1/16/2026
Joe Onzick, Finance Director	Approved - 1/16/2026
nancy stuparich, Town Attorney	Approved - 1/25/2026
Amy Baker, Town Clerk	Approved - 1/26/2026
William McKannay, Town Manager	Final Approval - 1/26/2026

RESOLUTION NO. 26-036

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, GRANTING A TEMPORARY WORK EASEMENTS NOT TO EXCEED 24 MONTHS TO LEE COUNTY FOR USE BY THE UNITED STATES ARMY CORPS OF ENGINEERS OVER PORTIONS OF HERCULUS AND PALM AVENUES FOR THE PURPOSE OF FACILITATING OPERATION AND MAINTENANCE WORK ASSOCIATED WITH THE NEARSHORE PLACEMENT AREA FOR THE FORT MYERS OPERATION AND MAINTENANCE PROJECT (MANTANZAS PASS); AUTHORIZING THE MAYOR TO SIGN THE TEMPORARY WORK EASEMENTS AND DIRECTING THE TOWN CLERK TO PROVIDE A COPY OF THE EXECUTED EASEMENTS TO LEE COUNTY FOR RECORDING IN THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lee County and the United States Corps of Engineers ("USACE") have been working on the Fort Myers Operation and Maintenance Project ("Project") to dredge the channel to restore and maintain nautical navigation of Matanzas Pass; and

WHEREAS, the Town of Fort Myers Beach ("Town") is the owner of certain real property required by Lee County and USACE to complete the Project; and

WHEREAS, Lee County has requested a temporary work easement not to exceed a period of 24 months to complete the Project; and

WHEREAS, Lee County has agreed to pay all costs associated with recording the Temporary Work Easements; and

WHEREAS, the Town Council of the Town of Fort Myers Beach finds it is in the best interest of the residents of the Town of Fort Myers Beach to grant the Temporary Work Easements as provided in this Resolution.

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

Section 1. The foregoing "Whereas" clauses are incorporated by reference and made a part of this Resolution as if set forth herein.

Section 2. The Town Council of the Town of Fort Myers Beach hereby grants the Temporary Work Easements attached as Exhibit A-1 and A-2.

Section 3. The Mayor is authorized to execute the Temporary Work Easements and the Town Clerk shall deliver an executed copy of the Temporary Work Easements to Lee County for recording in the Official Records of Lee County, Florida.

Section 4. This Resolution shall take effect immediately upon its adoption by the Town Council

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
VACANT, Council Member	___

ADOPTED this ___ day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

APPROVED FOR LEGAL SUFFICIENCY

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

This instrument prepared by:

Lee County
Division of Natural Resources
P.O. Box 398
Fort Myers, Florida 33902-0398

Project Name: Fort Myers Operation and Maintenance Project

TEMPORARY WORK EASEMENT

THIS TEMPORARY WORK EASEMENT ("Easement"), is made this ____ day of 2026, by and between the Town of Fort Myers Beach, a Florida municipal corporation ("Grantor"), whose mailing address is 6231 Estero Boulevard, Fort Myers Beach, FL 33931 and Lee County, Florida, a political subdivision of the State of Florida ("Grantee or Lee County"), whose mailing address is P.O. Box 2469, Fort Myers, FL 33902.

RECITALS:

A. Grantor is the owner of that certain parcel of real property located in the Town of Fort Myers Beach, Lee County, Florida, upon which Grantee has requested a temporary work easement. The area of the temporary work easement is more particularly described in Exhibit A ("the Easement").

B. The Grantor and Grantee are mutually agreeable to the establishment of the Easement for a temporary period not to exceed twenty-four (24) months and for purposes necessary and incident to the construction of the Fort Myers Operation and Maintenance Project (Project).

NOW, THEREFORE, in consideration of the sum of ten dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.

2. Grant of Easement. A temporary easement and right of way in, on, over and across (the land described in Schedule A, commonly known as Beach Access 21, Hercules Avenue) for a period not to exceed 24 months, beginning with date possession of the land is granted to the Grantee, for use by the Grantee, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the Grantor and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Termination of Easement. This Easement shall automatically terminate upon completion of construction of the Project. Notwithstanding the foregoing, the Grantee may request, and Grantor may provide, extension of the terms of this Easement at any time prior to the termination date.

IN WITNESS WHEREOF, the Grantor has caused this Temporary Work Area Easement to be executed in Grantor's name.

Signed, sealed and delivered
in the presence of:

TOWN OF FORT MYERS BEACH

_____
Witness

By:_____
Dan Allers, Mayor

_____
Printed Name

_____
Address

_____
Witness

Date delivered to Grantee: _____

_____
Printed Name

_____
Address

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by _____, as representative of the Town of Fort Myers Beach, Florida, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped
My Commission Expires: _____

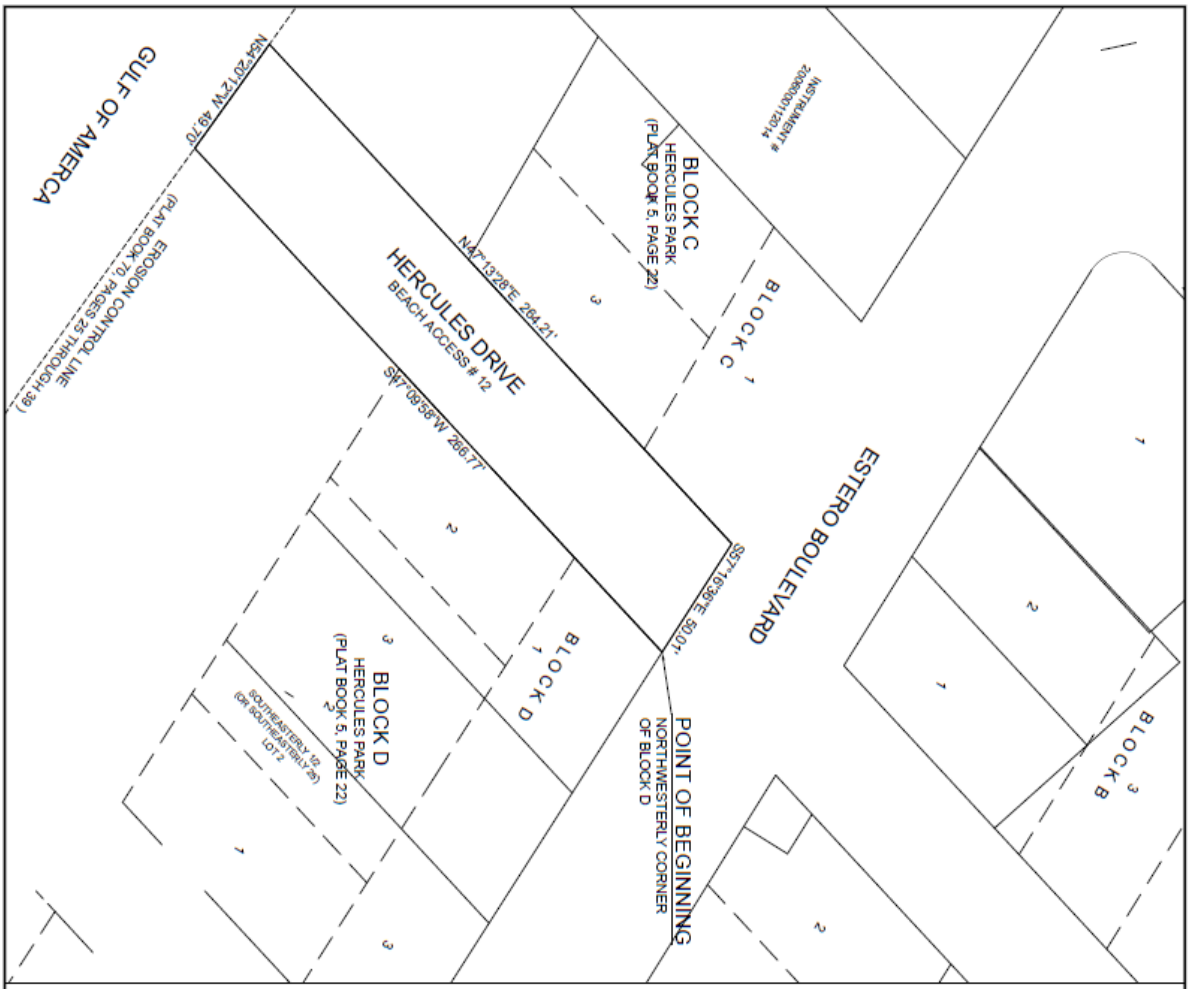
ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM BY:

_____
Nancy Stuparich, Town Attorney

EXHIBIT "A"



SKETCH OF DESCRIPTION
NOT A SURVEY

SCALE: 1" = 20'

HERCULES DRIVE BEACH ACCESS
LEGAL DESCRIPTION

A STRIP OF LAND LYING BETWEEN BLOCK C AND BLOCK D OF HERCULES PARK AS RECORDED IN PLAT BOOK 5, PAGE 22 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID BLOCK D SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ESTERO BOULEVARD WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HERCULES DRIVE, RUN S47°09'58"W, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF FOR A DISTANCE OF 266.77 FEET TO AN INTERSECTION WITH THE EROSION CONTROL LINE AS RECORDED IN PLAT BOOK 70, PAGES 25 THROUGH 39 OF SAID PUBLIC RECORDS;
THENCE ALONG SAID LINE N54°20'12"W, FOR A DISTANCE OF 49.70 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HERCULES DRIVE;
THENCE ALONG SAID RIGHT-OF-WAY LINE N47°13'28"E, FOR A DISTANCE OF 264.21 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ESTERO BOULEVARD;
THENCE ALONG SAID RIGHT-OF-WAY LINE S57°16'39"E, FOR A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 12,892 SQUARE FEET OR 0.30 ACRES OF LAND.

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

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

Digitally signed by Richard J Ewing
DN: c=US, o=COASTAL ENGINEERING CONSULTANTS INC, ou=A01410C0000193FCAA8B6900CA976, cn=Richard J Ewing
Date: 2026.01.23 10:52:40 -05'00'

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BOULEVARD
BONITA SPRINGS, FLORIDA 34135

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL AND GEOLOGICAL SERVICES
LAND AND MARINE SURVEYING AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-4143
www.coastalengineering.com
E-Mail: info@coastal.com

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: SKETCH OF DESCRIPTION OF A STRIP OF LAND LYING BETWEEN BLOCK C AND BLOCK D OF HERCULES PARK AS RECORDED IN PLAT BOOK 5, PAGE 22 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

DATE:	01/2026	SCALE:	1" = 20'
DRAWN:	MMW	F.B.	N/A
CHECKED:	RJE	PG.	N/A
SEC.	28	TWP.	46S
RNG.	24E		
AGM NO.	25264		
REF. NO.	25264-SKETCHES		

NO.	DATE	BY	REVISION DESCRIPTION

SHEET 1 OF 1
FILE NO. 25264

This instrument prepared by:

Lee County
Division of Natural Resources
P.O. Box 398
Fort Myers, Florida 33902-0398

Project Name: Fort Myers Operation and Maintenance Project

TEMPORARY WORK EASEMENT

THIS TEMPORARY WORK EASEMENT ("Easement"), is made this ____ day of 2026, by and between the Town of Fort Myers Beach, a Florida municipal corporation ("Grantor"), whose mailing address is 6231 Estero Boulevard, Fort Myers Beach, FL 33931 and Lee County, Florida, a political subdivision of the State of Florida ("Grantee or Lee County"), whose mailing address is P.O. Box 2469, Fort Myers, FL 33902.

RECITALS:

A. Grantor is the owner of that certain parcel of real property located in the Town of Fort Myers Beach, Lee County, Florida, upon which Grantee has requested a temporary work easement. The area of the temporary work easement is more particularly described in Exhibit A ("the Easement").

B. The Grantor and Grantee are mutually agreeable to the establishment of the Easement for a temporary period not to exceed twenty-four (24) months and for purposes necessary and incident to the construction of the Fort Myers Operation and Maintenance Project (Project).

NOW, THEREFORE, in consideration of the sum of ten dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.

2. Grant of Easement. A temporary easement and right of way in, on, over and across (the land described in Schedule A, commonly known as Beach Access 30, Palm Avenue) for a period not to exceed 24 months, beginning with date possession of the land is granted to the Grantee, for use by the Grantee, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the Grantor and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Termination of Easement. This Easement shall automatically terminate upon completion of construction of the Project. Notwithstanding the foregoing, the Grantee may request, and Grantor may provide, extension of the terms of this Easement at any time prior to the termination date.

IN WITNESS WHEREOF, the Grantor has caused this Temporary Work Area Easement to be executed in Grantor's name.

Signed, sealed and delivered
in the presence of:

TOWN OF FORT MYERS BEACH

_____
Witness

By:_____
Dan Allers, Mayor

_____
Printed Name

_____
Address

_____
Witness

Date delivered to Grantee: _____

_____
Printed Name

_____
Address

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by _____, as representative of the Town of Fort Myers Beach, Florida, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped
My Commission Expires: _____

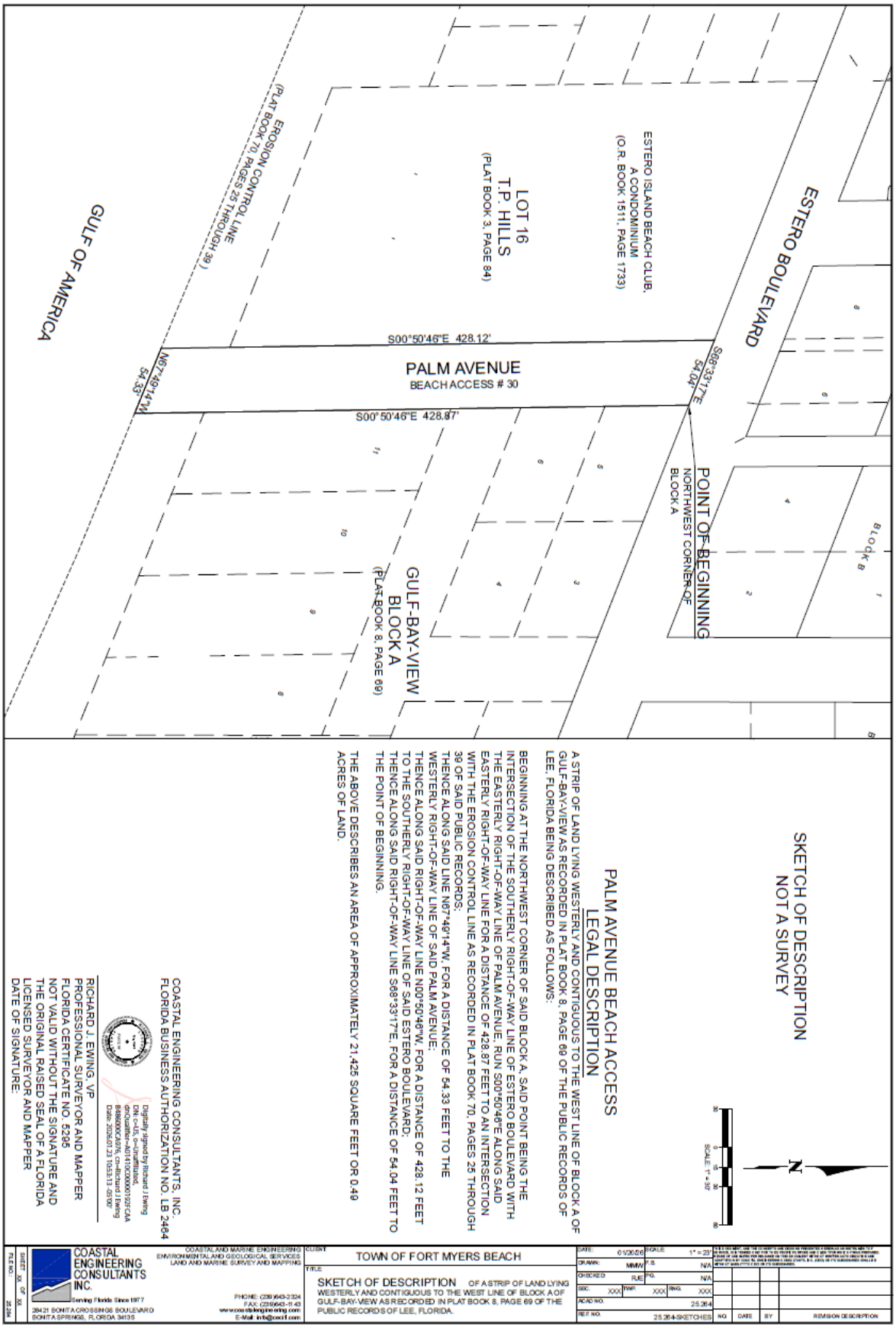
ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM BY:

_____
Nancy Stuparich, Town Attorney

EXHIBIT "A"



SKETCH OF DESCRIPTION
NOT A SURVEY

SCALE: 1" = 30'

PALM AVENUE BEACH ACCESS
LEGAL DESCRIPTION

A STRIP OF LAND LYING WESTERLY AND CONTIGUOUS TO THE WEST LINE OF BLOCK A OF GULF-BAY-VIEW AS RECORDED IN PLAT BOOK 8, PAGE 69 OF THE PUBLIC RECORDS OF LEE, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK A, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ESTERO BOULEVARD WITH THE EASTERLY RIGHT-OF-WAY LINE OF PALM AVENUE, RUN S00°50'46"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 428.87 FEET TO AN INTERSECTION WITH THE EROSION CONTROL LINE AS RECORDED IN PLAT BOOK 70, PAGES 25 THROUGH 39 OF SAID PUBLIC RECORDS;
THENCE ALONG SAID LINE N67°49'14"W, FOR A DISTANCE OF 54.33 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID PALM AVENUE;
THENCE ALONG SAID RIGHT-OF-WAY LINE N00°50'46"W, FOR A DISTANCE OF 428.12 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ESTERO BOULEVARD;
THENCE ALONG SAID RIGHT-OF-WAY LINE S68°33'17"E, FOR A DISTANCE OF 54.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 21,425 SQUARE FEET OR 0.49 ACRES OF LAND.

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

Digitally signed by Richard J Ewing
DN: c=US, o=Unaffiliated, ou=A01410C000001F2FC4A8B0000C4071D53131, cn=Richard J Ewing
Date: 2026.01.23 10:53:13 -05'00'

RICHARD J. EWING, VP
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5286
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
DATE OF SIGNATURE:

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BOULEVARD
BONITA SPRINGS, FLORIDA 34135

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL AND GEOLOGICAL SERVICES
LAND AND MARINE SURVEY AND MAPPING
PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@coastl.com

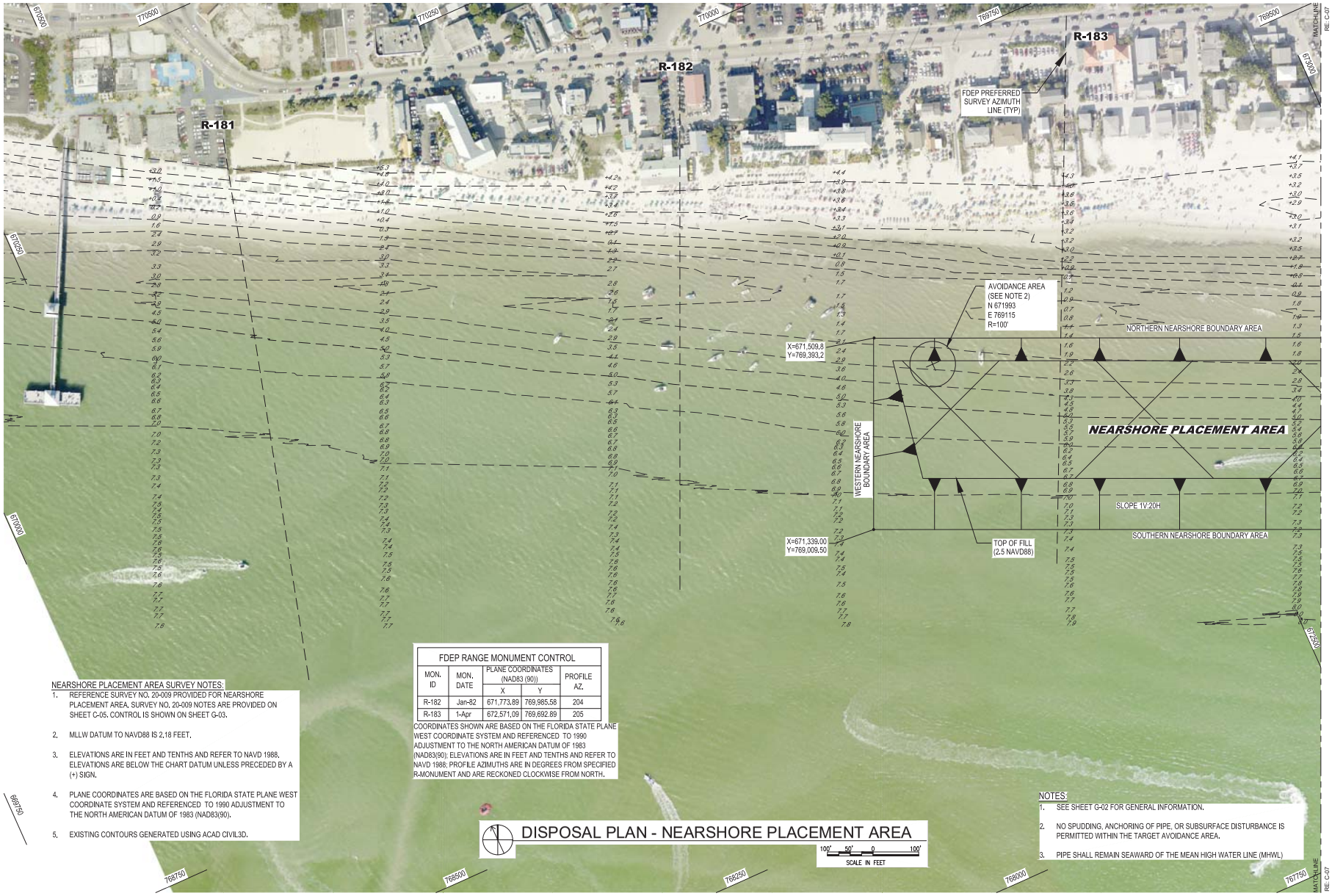
CLIENT: TOWN OF FORT MYERS BEACH

TITLE: SKETCH OF DESCRIPTION OF A STRIP OF LAND LYING WESTERLY AND CONTIGUOUS TO THE WEST LINE OF BLOCK A OF GULF-BAY-VIEW AS RECORDED IN PLAT BOOK 8, PAGE 69 OF THE PUBLIC RECORDS OF LEE, FLORIDA.

DATE:	01/20/26	SCALE:	1" = 25'
DRAWN:	MMW	P.S.	N/A
CHECKED:	RJE	PG.	N/A
SEC.	XXX	TWP.	XXX
RNG.	XXX		
ACAD NO.	25.264		
REF NO.	25.264-SKETCHES		

NO.	DATE	BY	REVISION DESCRIPTION

FILE NO. 25.264 SHEET XX OF XX



FDEP RANGE MONUMENT CONTROL

MON. ID	MON. DATE	PLANE COORDINATES (NAD83 (90)) X	PLANE COORDINATES (NAD83 (90)) Y	PROFILE AZ.
R-182	Jan-82	671,773.89	769,985.58	204
R-183	1-Apr	672,571.09	769,692.89	205

COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE WEST COORDINATE SYSTEM AND REFERENCED TO 1990 ADJUSTMENT TO THE NORTH AMERICAN DATUM OF 1983 (NAD83(90)); ELEVATIONS ARE IN FEET AND TENTHS AND REFER TO NAVD 1988; PROFILE AZIMUTHS ARE IN DEGREES FROM SPECIFIED R-MONUMENT AND ARE RECKONED CLOCKWISE FROM NORTH.

NEARSHORE PLACEMENT AREA SURVEY NOTES:

1. REFERENCE SURVEY NO. 20-009 PROVIDED FOR NEARSHORE PLACEMENT AREA, SURVEY NO. 20-009 NOTES ARE PROVIDED ON SHEET C-05. CONTROL IS SHOWN ON SHEET G-03.
2. MLLW DATUM TO NAVD88 IS 2.18 FEET.
3. ELEVATIONS ARE IN FEET AND TENTHS AND REFER TO NAVD 1988. ELEVATIONS ARE BELOW THE CHART DATUM UNLESS PRECEDED BY A (+) SIGN.
4. PLANE COORDINATES ARE BASED ON THE FLORIDA STATE PLANE WEST COORDINATE SYSTEM AND REFERENCED TO 1990 ADJUSTMENT TO THE NORTH AMERICAN DATUM OF 1983 (NAD83(90).
5. EXISTING CONTOURS GENERATED USING ACAD CIVIL3D.

NOTES:

1. SEE SHEET G-02 FOR GENERAL INFORMATION.
2. NO SPUDDING, ANCHORING OF PIPE, OR SUBSURFACE DISTURBANCE IS PERMITTED WITHIN THE TARGET AVOIDANCE AREA.
3. PIPE SHALL REMAIN SEAWARD OF THE MEAN HIGH WATER LINE (MHWL)

DISPOSAL PLAN - NEARSHORE PLACEMENT AREA

US Army Corps of Engineers
JACKSONVILLE DISTRICT

MARK	ACTION	DESCRIPTION	DATE	BY
-	-	-	-	-

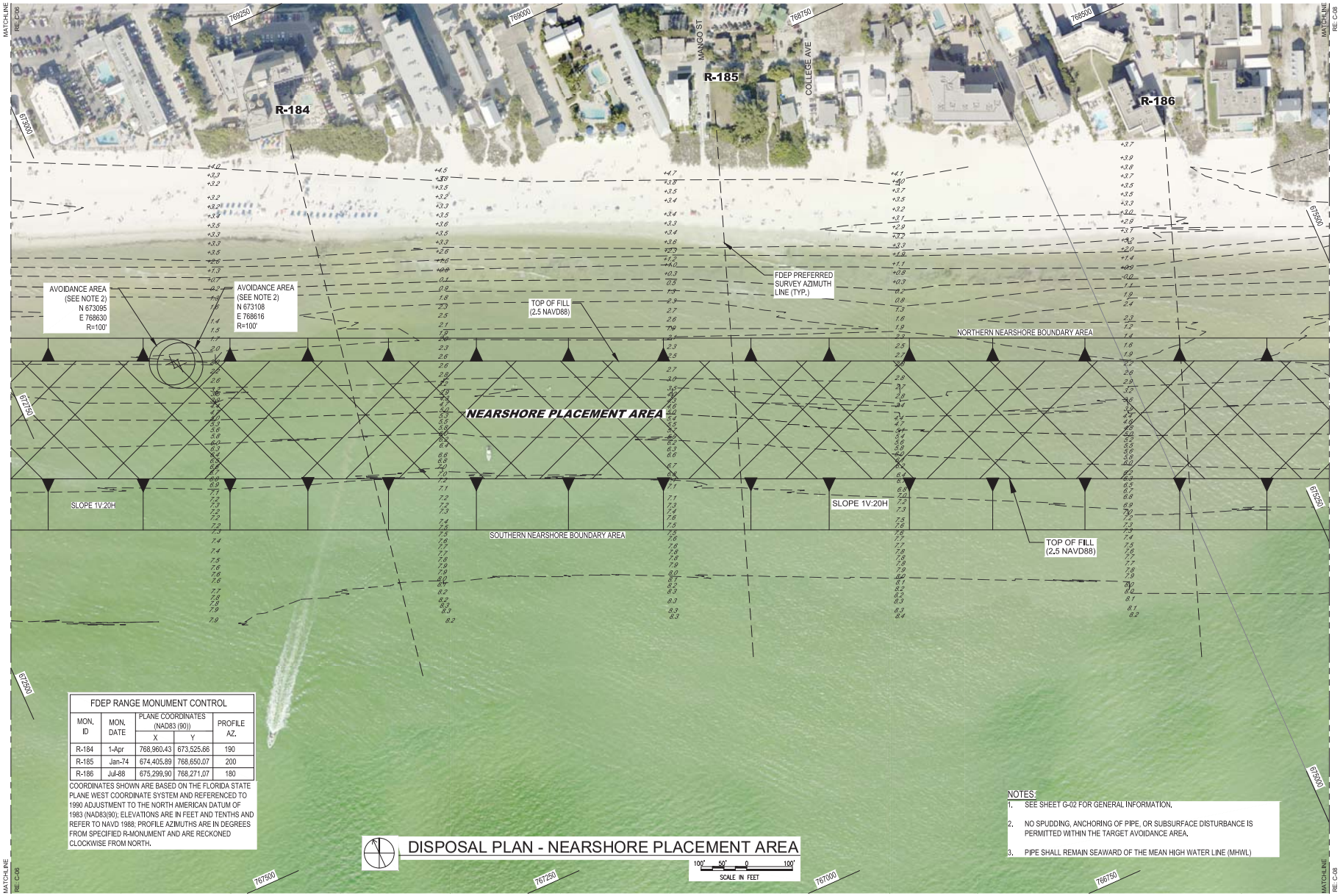
U.S. ARMY CORPS OF ENGINEERS
JACKSONVILLE DISTRICT

U.S. ARMY CORPS OF ENGINEERS
PALM BEACH DISTRICT

DSN BY: -
DRN BY: -
CKD BY: -
DAN: -
DES BY: -
REVIEWED BY: TEH
PLOT SCALE: 1=100
PLOT SIZE: 22"x34" ANSI B
ISSUE/SUBMITTAL DATE: -
SOLICITATION NUMBER: -
CONTRACT NUMBER: -
FILE NAME: C:\ENTERPOL\FULL-NEARSHORE PLACEMENT AREA.dwg

FT MYERS BEACH HARBOR
LEE COUNTY, FLORIDA
MAINTENANCE DREDGING
12 AND 11-FOOT PROJECT
CIVIL
DISPOSAL PLAN - NEARSHORE PLACEMENT AREA

SHEET NUMBER
C-06



FDEP RANGE MONUMENT CONTROL				
MON. ID	MON. DATE	PLANE COORDINATES (NAD83 (90)) X	PLANE COORDINATES (NAD83 (90)) Y	PROFILE AZ.
R-184	1-Apr	768,960.43	673,525.66	190
R-185	Jan-74	674,405.89	768,650.07	200
R-186	Jul-88	675,299.90	768,271.07	180

COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE WEST COORDINATE SYSTEM AND REFERENCED TO 1990 ADJUSTMENT TO THE NORTH AMERICAN DATUM OF 1983 (NAD83(90); ELEVATIONS ARE IN FEET AND TENTHS AND REFER TO NAVD 1988; PROFILE AZIMUTHS ARE IN DEGREES FROM SPECIFIED R-MONUMENT AND ARE RECKONED CLOCKWISE FROM NORTH.

NOTES:
1. SEE SHEET G-02 FOR GENERAL INFORMATION.
2. NO SPUDDING, ANCHORING OF PIPE, OR SUBSURFACE DISTURBANCE IS PERMITTED WITHIN THE TARGET AVOIDANCE AREA.
3. PIPE SHALL REMAIN SEAWARD OF THE MEAN HIGH WATER LINE (MHWL)

DISPOSAL PLAN - NEARSHORE PLACEMENT AREA

100' 50' 0 100'
SCALE IN FEET

US Army Corps of Engineers
JACKSONVILLE DISTRICT

MARK	ACTION	DATE	BY	DESCRIPTION
-	-	-	-	-

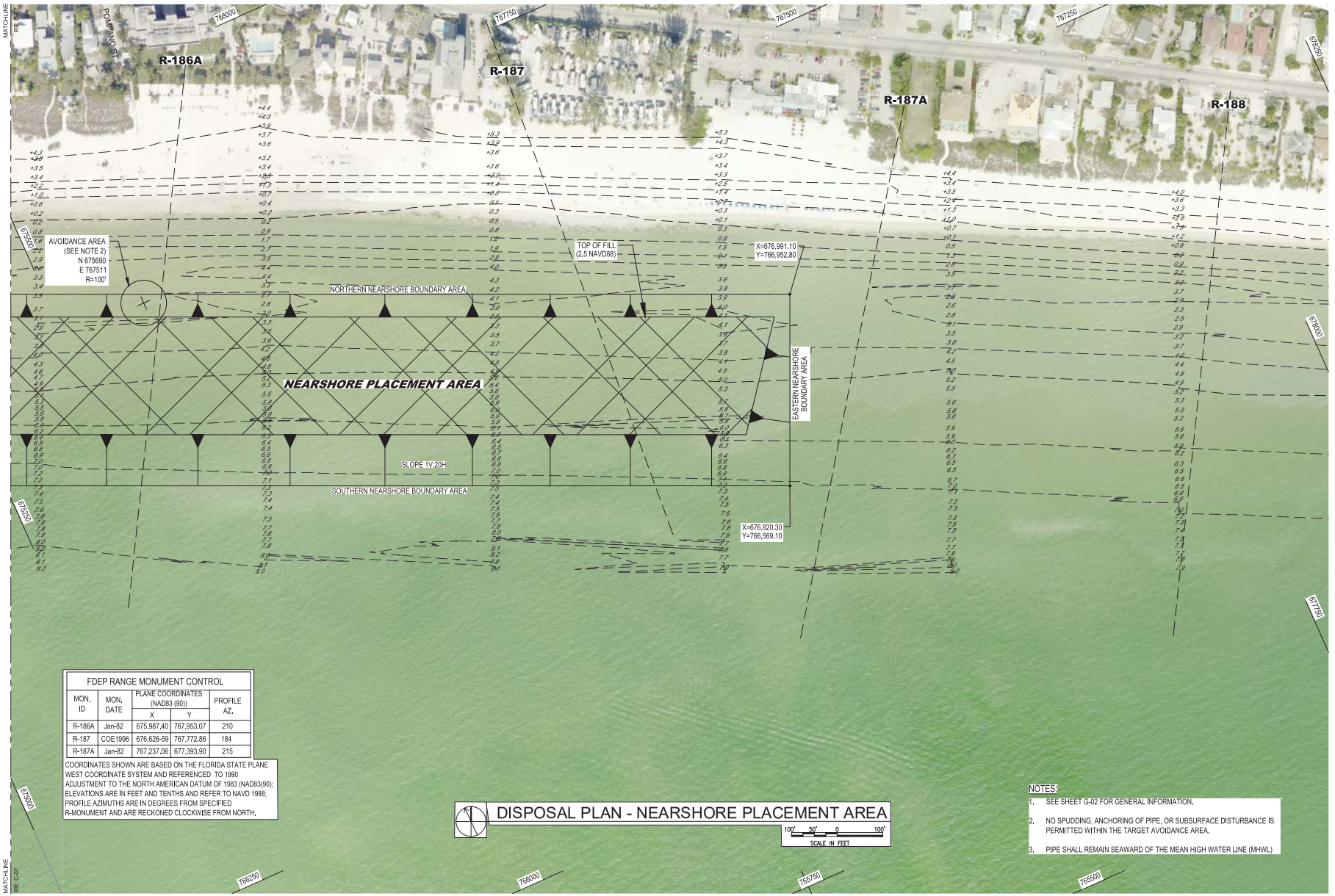
DRAWN BY: DMS
CHKD BY: DMI
DES BY: MAS
REVIEWED BY: TEH
ISSUE/SUBMITTAL DATE: 08/2021
SOLICITATION NUMBER: GROUP2-13-K-000
CONTRACT NUMBER:
PLOT SCALE: 1=100
PLOT DATE: 22"x34" ANSI D
FILE NAME: C:\TEMP\DISPOSAL PLAN-NEARSHORE PLACEMENT AREA.dwg

U.S. ARMY CORPS OF ENGINEERS JACKSONVILLE DISTRICT

U.S. ARMY CORPS OF ENGINEERS PALM BEACH DISTRICT

FT MYERS BEACH HARBOR
LEE COUNTY, FLORIDA
MAINTENANCE DREDGING
12 AND 11-FOOT PROJECT
CIVIL
DISPOSAL PLAN - NEARSHORE PLACEMENT AREA

SHEET NUMBER
C-07



FDEP RANGE MONUMENT CONTROL				
MON. ID	MON. DATE	PLANE COORDINATES (NAD83 (90)) X	Y	PROFILE AZ.
R-186A	Jan-82	675,987.40	767,953.07	210
R-187	COE1996	676,626-59	767,772.86	184
R-187A	Jan-82	767,237.06	677,393.90	215

COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE WEST COORDINATE SYSTEM AND REFERENCED TO 1990 ADJUSTMENT TO THE NORTH AMERICAN DATUM OF 1983 (NAD83(90)); ELEVATIONS ARE IN FEET AND TENTHS AND REFER TO NAVD 1988; PROFILE AZIMUTHS ARE IN DEGREES FROM SPECIFIED R-MONUMENT AND ARE RECKONED CLOCKWISE FROM NORTH.

DISPOSAL PLAN - NEARSHORE PLACEMENT AREA

100' 50' 0 100'
SCALE IN FEET

NOTES:
1. SEE SHEET G-02 FOR GENERAL INFORMATION.
2. NO SPUDDING, ANCHORING OF PIPE, OR SUBSURFACE DISTURBANCE IS PERMITTED WITHIN THE TARGET AVOIDANCE AREA.
3. PIPE SHALL REMAIN SEAWARD OF THE MEAN HIGH WATER LINE (MHWL)

US Army Corps of Engineers
JACKSONVILLE DISTRICT

MARK	ACTION	DESCRIPTION	DATE	BY

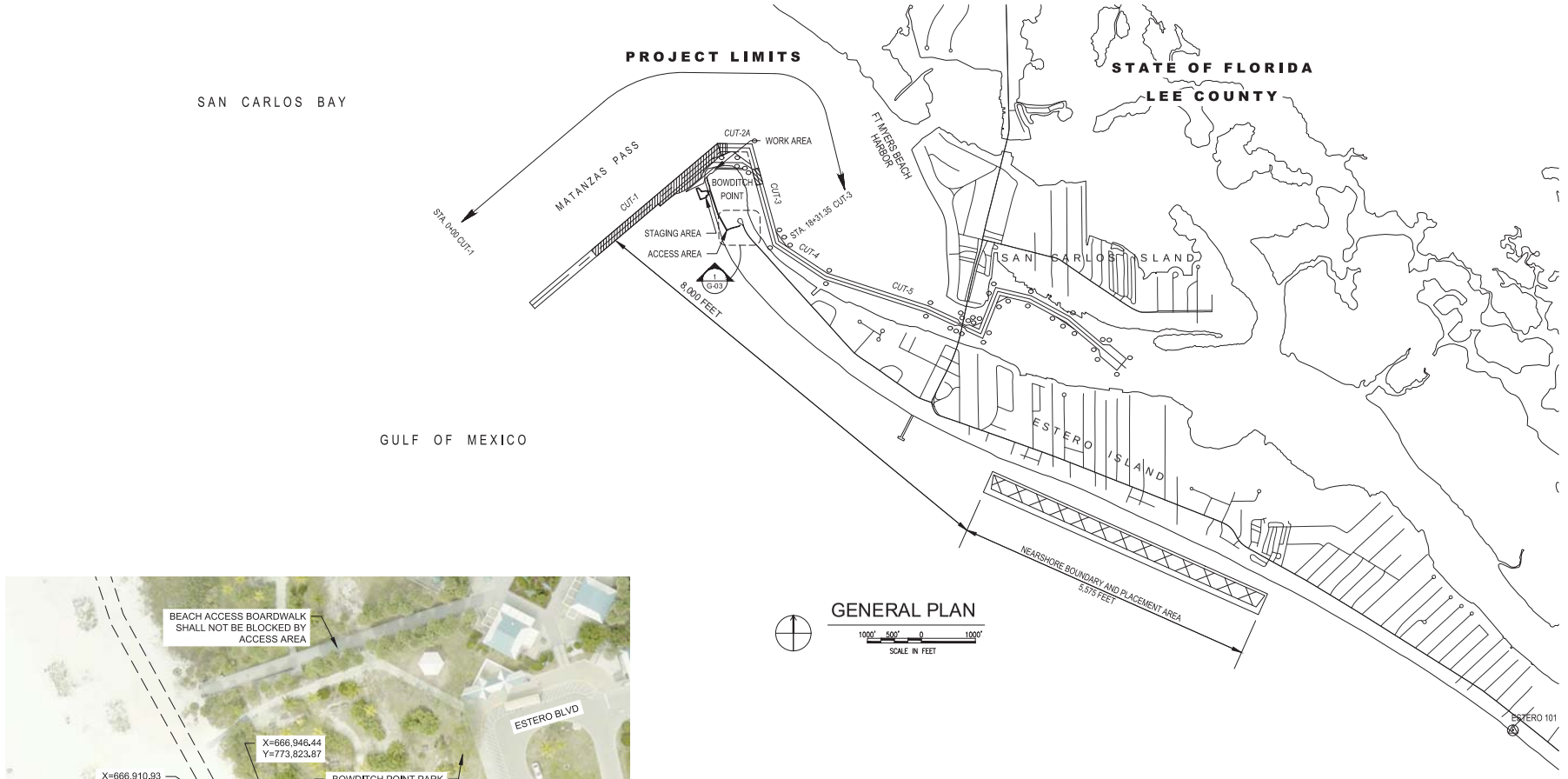
U.S. ARMY CORPS OF ENGINEERS
JACKSONVILLE DISTRICT

DWN BY:
CHK BY:
DES BY:
REVIEWED BY: TEH
SOLICITATION NUMBER:
GROUP-21-04-JAX
CONTRACT NUMBER:
PLOT SCALE: 1=100
PLOT DATE: 22"x34" ANSI D
FILE NAME: C:\...\DISPOSAL PLAN-NEARSHORE PLACEMENT AREA.dwg

U.S. ARMY CORPS OF ENGINEERS
JACKSONVILLE DISTRICT

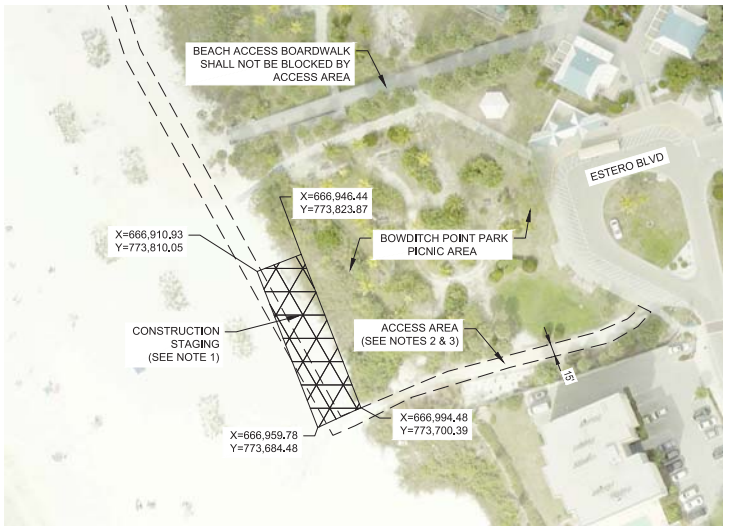
FT MYERS BEACH HARBOR
LEE COUNTY, FLORIDA
MAINTENANCE DREDGING
12 AND 11-FOOT PROJECT
CIVIL
DISPOSAL PLAN - NEARSHORE PLACEMENT AREA

SHEET NUMBER
C-08



GENERAL PLAN

1000' 500' 0 1000'
SCALE IN FEET



1 CONSTRUCTION ACCESS AND STAGING AREA

50' 25' 0 50'
SCALE IN FEET

NOTES:

1. CONTRACTOR SHALL MINIMIZE IMPACT TO EXISTING UPLAND VEGETATION TO THE MAXIMUM EXTENT PRACTICABLE.
2. CONSTRUCTION ACCESS SHALL BE 15' WIDE WITH THE EXACT LOCATION SHOWN TO THE CONTRACTOR, IN THE FIELD BY THE CONTRACTING OFFICER'S REPRESENTATIVE (COR).
3. VEHICLES OVER 20' IN HEIGHT ARE RESTRICTED UNLESS APPROVED BY THE CONTRACTING OFFICER.

ESTIMATED DREDGING QUANTITIES
IN CUBIC YARDS (CY)

DREDGE AREA	VOLUME TO REQUIRED DEPTH (CY)	VOLUME IN ALLOWABLE OVERDEPTH (CY)	TOTAL VOLUME (CY)
CUT-1	80,000	40,000	120,000
CUT-2A	1,000	1,000	2,000
CUT-3	500	1,500	2,000
TOTALS	81,500	42,500	124,000

NOTE:
REQUIRED DEPTH AND 2-FOOT OVERDEPTH VOLUMES INCLUDE ANTICIPATED SHOALING TO OCCUR BETWEEN THE DATE OF THE SURVEY AND THE COMMENCEMENT OF DREDGING.

US Army Corps of Engineers
JACKSONVILLE DISTRICT

MARK	ACTION	DESCRIPTION	DATE	BY

DSN BY: MAH
CKD BY: DAN
DES BY: MAH
REVIEWED BY: TEH
ISSUE/SUBMITTAL DATE:
SOLICITATION NUMBER: W912DQ-13-A-0001
CONTRACT NUMBER:
PLOT SCALE: 1=1000
PLOT SIZE: 22"x34" ANSI D
FILE NAME: G-03 PROJECT OVERVIEW.dwg

U.S. ARMY CORPS OF ENGINEERS
JACKSONVILLE DISTRICT

U.S. ARMY CORPS OF ENGINEERS
PALM BEACH DISTRICT

FT MYERS BEACH HARBOR
LEE COUNTY, FLORIDA
MAINTENANCE DREDGING
12 AND 11-FOOT PROJECT
GENERAL
PROJECT OVERVIEW

SHEET NUMBER
G-03

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-239**

1. **Request:**

Meeting Date: February 2, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING OPULENT OUTLINES, LLC. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSE RECEIVED TO RFQ-26-02-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES BAY OAKS COMMUNITY POOL REHABILITATION PROJECT; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

In order to utilize grant funding received through the CDBG-DR program, the Town must secure an engineering/design firm for the pool through the RFQ process.

What the action accomplishes:

Allows the Town Manager or designee to initiate negotiations with this firm if authorized and bring back a negotiated agreement for approval by the Town Council.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	

5. **Background:**

From the Request for Qualifications: ***The Town of Fort Myers Beach (the "Town") seeks qualifications from professional engineering and design firms to provide comprehensive design, permitting, and construction-phase engineering and inspection (CEI) services for the Parks and Recreation Revitalization Project. This project, funded in part through Community Development Block Grant Disaster Recovery (CDBG-DR) funds, aims to restore, improve, and modernize public recreation facilities that were severely impacted by Hurricane Ian. The selected firm will provide professional services as described for The Bay Oaks Community Pool Rehabilitation Project. The successful firm must have experience in post-disaster infrastructure restoration, flood mitigation planning, resilient and sustainable design, and compliance with federal procurement and CDBG-DR regulations. Through this solicitation, the Town seeks an , engineering, and design firm to provide comprehensive professional services that align with FEMA flood mitigation guidelines, CDBG-DR program requirements, and sustainable development best practices. The project will not only restore these vital community assets but also integrate resilient infrastructure solutions to protect against future climate-related threats.***

Pursuant to Sec. 2-480(h)(1) of the Town's Code of Ordinances and the Consultant's Competitive Negotiation Act (CCNA), contracts for professional services consisting of Architecture, Professional Engineering, Landscape Architecture or Registered Land Surveying must be competitively negotiated in accordance with the requirements of Section 287.055 F.S. within statutory thresholds. In addition, the Town competitively bids for other professional services as further described below.

On October 6, 2025, the Town Council rejected and canceled the previous RFQ-25-10-AD qualification proposal for the Fort Myers Beach Engineering & Architectural Services Bay Oaks

Community Pool Rehabilitation Project with cause, due to lack of adequate competition as provided in the Request for Qualifications and Sections 2-480(i)(12) and 2-480(h)(5)(e) of the Town Code, and provide direction to staff to re-bid the project and the Town re-solicitied as RFQ-26-02-AD, with responses due in November 2025.

In accordance with the Town of Fort Myers Beach Purchasing Ordinance 24-11, Sec 2-480 (14) the Selection Advisory Committee (SAC) consisting of a minimum of three members, may be established for the purpose of evaluating bids submitted to the Town. All members of the SAC are prohibited from speaking, answering questions or having contact with any potential bidder. The SAC will review the bid and response materials prior to the SAC meeting. The committee evaluates each firm's qualifications based on past experience, express understanding of the project and proposed method of handling the project and any other criteria included for evaluation.

The Town's SAC, consisting of the Deputy Town Manager, Community Services Director, and Community Development Director, was established for the purpose of evaluating the Request for Qualifications proposals received by the Town, and met on the 9th day of December 2025 to evaluate each firm's qualifications. At the noticed public meeting, the firm was evaluated based upon the established criteria within the Request for Qualifications document. The firm was then invited for a public interview and discussion, which occurred on January 9, 2026 in which the SAC announced and deemed the response to be the most highly responsive and qualified to perform the required services. The Town Manager, after reviewing the SAC recommendation, has forwarded this to the Town Council for consideration during a regularly scheduled meeting. The Town Council is requested to review the rankings and qualifications of the firm and vote to accept, reject or modify the ranking by the Town Manager. The Town Council is requested to direct the Town Manager or designee to initiate negotiations with this firm if authorized.

Attachments:

1. NS Resolution 26-016, SAC Rankings for RFQ-26-02-AD Pool Engineering
2. RFQ-26-02-AD Bay Oaks Community Pool Rehabilitation
3. Addendum #1 RFQ-26-02-AD Questions
4. Affidavit of Publication RFQ-26-02-AD
5. Bid Tabulation RFQ-26-02-AD Pool
6. RFQ-26-02-AD SAC Evaluation Matrix Combined PDF
7. SAC RFQ-26-02-AD DRAFT Minutes
8. Opulent Outlines RFQ Bidding Document
9. Exhibits from RFQ Bidding Document
10. RFQ Form A - Qualifications Statement
11. RFQ Form B - Reference Form
12. RFQ Form D - Proposer's Certification
13. Opulent Outlines FMB Presentation to Selection Advisory Committee 1.9.26

Financial Impact:

Payment for these services will be funded in part or in whole by a U. S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program.
Responders are required to comply with all Federal Grant Requirements, 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications.

6. **Alternative Action**

Do not accept the recommendations and potentially rebid the solicitation.

7. **Management Recommendations:**

Accept the recommendation and authorize the Town Manager to negotiate an agreement with the firm.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 1/12/2026
Joe Onzick, Finance Director	Approved - 1/16/2026
nancy stuparich, Town Attorney	Approved - 1/19/2026
Amy Baker, Town Clerk	Approved - 1/20/2026
William McKannay, Town Manager	Final Approval - 1/20/2026

RESOLUTION NUMBER 26-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING OPULENT OUTLINES, LLC. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSE RECEIVED TO RFQ-26-02-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES BAY OAKS COMMUNITY POOL REHABILITATION PROJECT; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRM; 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, pursuant to a competitive procurement process in compliance with state law and Town Code, RFQ-26-02-AD entitled "Fort Myers Beach Engineering & Architectural Services Bay Oaks Community Pool Rehabilitation Project" was solicited for the third time in October of 2025 after Town Council rejected and canceled the previous RFQ-25-10-AD qualification proposal with cause, due to lack of adequate competition as provided in the Request for Qualifications and Sections 2-480(i)(12) and 2-480(h)(5)(e) of the Town Code; and

WHEREAS, the Town Council provided direction to staff to re-bid the project and the Town re-solicited this project under RFQ-26-02-AD, with responses due in November 2025; and

WHEREAS, only one response was received from Opulent Outlines, LLC; and

WHEREAS, the Town's Selection Advisory Committee, consisting of the Deputy Town Manager, Community Services Director, and Community Development Director, was established for the purpose of evaluating the Request for Qualifications proposal received by the Town and met on the 9th day of December 2025 to evaluate the firm's qualifications based upon the established criteria within the Request for Qualifications document; and

WHEREAS, the firm was invited for a public interview and discussion, which occurred on January 9, 2026, and thereafter the Selection Advisory Committee announced its determination that Opulent Outlines, LLC was the most highly responsive and qualified to perform the required, and made a recommendation to the Town Manager to accept the ranking and determination; and

WHEREAS, the Town Manager is in agreement with the Selection Advisory Committee's recommendation and has requested consideration of the bid response from Opulent Outlines, LLC at its January 20, 2026 public meeting in accordance with the Town's procurement procedures; and

WHEREAS, selection of Opulent Outlines, LLC is in the best interest of the residents of the Town of Fort Myers Beach.

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

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

Section 2. The Town Council has reviewed the qualifications of Opulent Outlines, LLC based on the criteria in the bid and the recommendation of the Town Manager, and finds Opulent Outlines, LLC to be the most responsive and qualified firm for the desired services.

Section 3. The Town Manager, or his designee, is authorized to initiate negotiations with the firm and seek Town Council approval of the final agreement.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	____
Rebecca Link, Council Member	___
VACANT, Council Member	___

ADOPTED this ___ day _____ 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____

Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of _____ 2026.

THE TOWN OF FORT MYERS BEACH

REQUEST FOR QUALIFICATIONS

RFQ-26-02-AD

DATE ISSUED: Friday, October 17, 2025

Electronic responses are to be submitted via Demandstar.com

Tuesday, November 18, 2025, by 2:00 PM

To:
TOWN OF FORT MYERS BEACH
VIA DEMANDSTAR.COM

QUALIFICATION OPENING: November 18, 2025, at 2:30pm

Fort Myers Beach Engineering & Architectural Services
Bay Oaks Community Pool Rehabilitation Project

Town of Fort Myers Beach

6231 Estero Blvd
Fort Myers Beach, FL 33931

LEGAL NOTICE TO RESPONDERS

NOTICE IS HEREBY given that **sealed electronic responses** will be received by the TOWN OF FORT MYERS BEACH electronically through www.demandstar.com until 2:00 PM LOCAL TIME on Tuesday, November 18, 2025. Responses will be opened at 2:30 PM, November 18, 2025 at the Town of Fort Myers Beach Town Hall located at 6231 Estero Boulevard, Fort Myers Beach, Florida 33931. Any responses received by the Town after the above date and time shall remain unopened.

PROJECT: Fort Myers Beach Engineering & Architectural Services Bay Oaks Community Pool Rehabilitation

Payment for these services will be funded in part or in whole by a U. S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Responders are required to comply with all Federal Grant Requirements, 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications.

INTRODUCTION: The Town of Fort Myers Beach (the "Town") seeks qualifications from professional engineering and design firms to provide comprehensive design, permitting, and construction-phase engineering and inspection (CEI) services for the Parks and Recreation Revitalization Project. This project, funded in part through Community Development Block Grant Disaster Recovery (CDBG-DR) funds, aims to restore, improve, and modernize public recreation facilities that were severely impacted by Hurricane Ian. The selected firm will provide professional services as described for **The Bay Oaks Community Pool Rehabilitation Projec**t. The successful firm must have experience in post-disaster infrastructure restoration, flood mitigation planning, resilient and sustainable design, and compliance with federal procurement and CDBG-DR regulations.

Through this solicitation, the Town seeks an , engineering, and design firm to provide comprehensive professional services that align with FEMA flood mitigation guidelines, CDBG-DR program requirements, and sustainable development best practices. The project will not only restore these vital community assets but also integrate resilient infrastructure solutions to protect against future climate-related threats.

The official response documents and project specifications shall be obtained from www.demandstar.com. If you do not have Internet access, you may obtain the documents by contacting bids@fmbgov.com

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town of Fort Myers Beach, to waive any informalities in any responses; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in responses received, and/or to reject any or all responses.

Ordering Instructions: The official Documents (project specifications and drawings) shall be obtained from Demandstar.com at www.demandstar.com

RESPONDENTS must furnish the TOWN with a mailing address, e-mail address, phone number for contact purposes. It shall be the RESPONDER'S sole responsibility to keep all such information current with the TOWN until the execution of a contract by the TOWN for this project. If the official documents are not obtained directly from Demandstar.com, or are modified in any manner, the response **will not** be accepted for consideration by the TOWN.

Complete sets of Documents must be used in preparing the Response. The TOWN will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Qualification Documents.

QUESTIONS about the meaning or intent of the RFQ documents must be directed in writing via e-mail to bids@fmbgov.com. **No verbal inquiries will be accepted.** Questions received less than seven (7) days prior to the submittal date may not be answered. All properly received questions will be answered by written addenda and will be binding. Oral and other interpretations or clarifications that are not contained in an official addendum will be without legal effect. All addenda shall be signed by the Respondent as acknowledged and incorporated with the submittal.

SUBMITTAL OF RESPONSE

RESPONSE SUBMITTALS MUST COMPLY WITH THE FOLLOWING TO BE VALID:

Responses must be electronically submitted via Demandstar.com and identified as

Fort Myers Beach Engineering & Architectural Services
Bay Oaks Community Pool Rehabilitation Project

Any questions regarding the use of Demandstar for submittal should be directed to Demandstar prior to the response's due date.

ALL REQUIRED FORMS MUST BE ELECTRONICALLY SUBMITTED THROUGH DEMANDSTAR.COM**. FAILURE TO COMPLY AND SUBMIT MAY RESULT IN DISQUALIFICATION OF THE RFQ**.

The TOWN reserves the right to waive informalities in any responses; to reject any or all responses with or without cause; and/or to accept the response that in its judgment will be in the best interest of the TOWN.

The TOWN is not responsible for any cost incurred by any RESPONDERS in preparing these RFQ Documents.

[End of Page]

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PART I: RFQ GENERAL INFORMATION

For the purposes of this Request for Qualifications (RFQ): **Responder** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFQ. **Town** shall mean the Town of Fort Myers Beach, Town Manager, as applicable, and any officials, employees, agents, and elected officials.

A. GENERAL INFORMATION

INVITATION TO PROPOSE; PURPOSE

The Town solicits RFQ's from responsible Responders to perform work for or provide goods and/or services to the Town as specifically described in Part II, Statement of Work.

ACCOMODATION FOR DISABILITIES

Prospective Responders with disabilities requiring accommodation to attend the pre-Qualification meeting or to otherwise participate in this RFQ process should contact the Town Clerk's Office as promptly as possible to allow the Town to examine the request and determine what if any accommodation is possible.

DEVIATION FROM SPECIFICATION

Any deviation from specifications must be clearly stated, explained in detail, and accepted by the Town in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

INFORMALITIES

The Town reserves the right to both waive any informality in RFQ and to determine, in its sole discretion, whether or not, the informality is minor.

INFORMATION AND LITERATURE

Responders are to furnish all information and literature requested. Failure to do so may be cause for rejection.

RESPONSIBLE RESPONDER

A contractor, business entity or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance in accordance with Town Ordinance 24-11.

RESPONSIVE RESPONDER

A contractor, business entity or individual which has submitted a proposal that fully conforms in all material respects to the RFQ and all of its requirements, including requirements as to form and substance in accordance with Town Ordinance 24-11.

AGREEMENT AWARDS

The Town Council anticipates entering into an agreement with the Responder who submits the response judged by the Town to be most responsive and responsible. The Town anticipates the awarding of one contract but reserves the right to award more than one

contract if it is in its best interest. If the Town selects a Response, the Town will provide a written notice of the award.

The Town reserves the right to reject responses containing any additional terms or conditions not specifically requested in the original conditions and specifications.

The Responder understands that neither this RFQ nor the notice of award constitutes an agreement or a contract with the Responder. A contract or agreement is not binding until a written contract, or agreement has been approved as to be formed by the Town Attorney and has been executed by both the Town (with Council approval, if applicable) and the successful Responder.

If an agreement is awarded, the agreement will not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all available required work in-house or by any other means it so desires. No amount of work is guaranteed upon the execution of a Professional Service Agreement. A consultant or multiple consultants may be selected for any, some or all services being solicited hereunder. The Town reserves the right to add or delete, at any time, any or all tasks or service associated with the Agreement.

PROPOSED EXPENSES

The response should be prepared simply and economically, providing a straightforward, concise description of the responders' ability to fulfill the requirements of the response. No out-of-scope services shall be provided in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Town will not pay a retainer or similar fee. The Town is not responsible for any expenses that the proposer may incur in preparing and submitting proposals called for in this request. The Town will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the proposer. The Town will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodation, etc.).

INQUIRIES

The Town will not respond to oral inquiries. Responses may be mail or email written inquiries for interpretation of this RFQ to bids@fmbgov.com Please mark the correspondence "RFQ-26-02-AD QUESTION".

The Town will respond to written inquiries received no later than seven (7) working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It is the sole responsibility of a Responder to remain informed as to any changes to the RFQ.

DELAYS

The Town may postpone scheduled due dates at its sole discretion. The Town will attempt to notify all registered Responders of all changes in scheduled due dates by written addenda.

COMMITTEE MEETINGS AND NOTIFICATIONS

Notice of the Evaluation Committee meetings will be posted with reasonable advanced notice in advance of such meetings. Responders are responsible for checking the following locations for updates on this response's status: physical posting at Town Hall, a link to which may be found on the Town's web page www.fmbgov.com.

Pursuant to Florida Statutes § 286.0113, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements of Florida Statutes § 286.011 and Art. I, § 24(b) of the Florida Constitution.

TAX EXEMPTIONS
The Town of Fort Myers Beach is tax exempt.

RESPONDERS SUBMISSION
RESPONDER MUST COMPLY WITH THE FOLLOWING TO BE VALID:

Responses must be electronically submitted via Demandstar.com and identified as

Fort Myers Beach Engineering & Architectural Services
Bay Oaks Community Pool Rehabilitation Project

RFQ-26-02-AD

Any questions regarding the use of Demandstar for submittal should be directed to Demandstar prior to the qualification due date.

ALL REQUIRED FORMS MUST BE ELECTRONICALLY SUBMITTED THROUGH THE DEMANDSTAR.COM**. FAILURE TO COMPLY AND SUBMIT MAY RESULT IN DISQUALIFICATION OF THE RESPONSE**.

The TOWN reserves the right to waive informalities in any proposals; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the TOWN.

The TOWN shall not be responsible for any cost incurred by any RESPONDER in the preparation of these RFQ Documents.

B RESPONDERS FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Responders shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Response in ink. All information submitted by the Responder shall be printed, typewritten, or completed in ink. Responses shall be signed in ink.

All responses shall be submitted as specified in this RFQ. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the Responder must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the RFQ. If publications are supplied by a Responder to respond to a requirement, the response should include reference to the document number and page number. Responses

lacking this reference may be considered to have no reference material included in the additional documents.

Responders shall prepare their response using the following format:

- **Letter of Transmittal (Statement of Qualifications)**
  This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the people authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, email, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

- **Title Page**
  The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, email, date, and the RFQ No. and the Project name.

- **Table of Contents**
  Include a clear identification of the material by section and by page number.

- **Organization Profile and Qualifications**
  This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

  Each Proposer must include:

  - Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
  - A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
  - Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications, qualifications, and authority.

- **Experience**
  The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFQ. Describe previous experience relating to the Scope of Work requested in this RFQ. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each.

- **Approach to Providing Services**
  This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities, and work products to be provided. This section shall also include a list of equipment the Proposer proposes to use to perform the Work in accordance with the requirements of this RFQ.

- **Additional Information**
  Any additional information which the Proposer considers pertinent for

consideration should be included in a separate section of the proposal.

- **Addenda (if applicable)**

  The Proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Proposer should include a signed copy of each addendum in the proposal package.

C. PROPOSAL – PROCEDURAL INFORMATION

- **Interviews**

  The Town reserves the right to conduct personal interviews or require presentations prior to award. The Town is not responsible for any expenses which Responders may incur in connection with a presentation to the Town or related in any way to this RFQ.

- **Request for Additional Information**

  The Proposer shall furnish such additional information as the Town may reasonably require. This includes information which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide the additional information requested may result in disqualification of the proposal.

- **Proposal Acknowledgement**

  By submitting a proposal, the proposer certifies that it has completely reviewed the RFQ and has full knowledge of the scope, nature, and quality of work to be performed.

- **Proposals Binding**

  All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120-day period. In such a case, the Proposer may choose whether or not to continue to honor the proposal terms.

  Alternate Proposals An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFQ which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFQ. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFQ. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

- **Proposer's Certification Form**

  Each Proposer shall complete the "Proposer's Certification" form included as RFQ Form D and submit the form with the proposal. This form must be acknowledged before a notary public with a notary seal affixed on the document.

D. PUBLIC RECORDS

The Responder is required to comply with the provision of F.S. 119.0701. Specifically, the Responder is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Responder 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 Responder 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, 6231 ESTERO BLVD, FORT MYERS BEACH, FLORIDA 33931.

Pursuant to Section 119.071(2) Florida Statutes: Sealed proposals, proposals or replies received by the Town pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such a time as the Town provides notice of its intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

E. CONFIDENTIALITY PROVISION:

In accordance with Florida Statute 337.168, a document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07 (1) until the contract for the project has been executed or until the project is no longer under active consideration. The bid analysis and monitoring system of the department is confidential and exempt from the provisions of F.S. 119.07 (1). This exemption applies to all system documentation, input, computer processes and programs, electronic data files, and output, but does not apply to the actual source documents, unless otherwise exempted under other provisions of law.

F. IRREGULARITIES; REJECTION OF PROPOSALS The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFQ must be supplied to constitute a proposal.

G. CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA)

Evaluation of submittals shall be in accordance with the requirements of Florida Statutes

Chapter 287 Procurement of Personal Property and Services; Part 1: Commodities, Insurance, and Contractual Services, 287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties, Section (4)(b), which states: The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5)."

H. EVALUATION METHOD AND CRITERIA

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals, and senior management, before making an award.

Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation criteria may include, but is not limited to, consideration of the information required in this RFQ and the following factors:

A. Ability to meet set standards
B. Availability of qualified personnel
C. Expertise of personnel
D. Financial resources and capabilities
E. Past contracts with other governmental jurisdictions
F. Past performance records
G. Qualifications of Proposer
H. References
I. Related experience in Florida
J. Technical soundness of RFQ
K. Past history of meetings required time frames
L. Approach to work.

The Town of Fort Myers Beach will evaluate the bids received based upon the following criteria:

Relevant Project Experience Rebuilding the Bay Oaks Community Pool and facilities (25 points)

Description: Explain project experience in rebuilding a community pool and the facility in an area in a post-disaster environment. What cutting-edge concepts, national best practices, and evidence-based programs are used to integrate a resilient infrastructure. Assesses the innovative qualities of the proposed approach and familiarity with recognized standards from organizations such as APA, FEMA, and NIST.

Considerations:

- Inclusion of innovative planning tools and technologies
- Alignment with national best practices and proven, research-backed strategies
- Ability to adapt and apply lessons learned from similar coastal and post-disaster contexts

Experience with CDBG-DR and Federal Procurement Procedures (25 points)

Description: Explain current and past experience with CDBG-DR and Federal Funded projects. Any issues due to CBDG-DR and Federal Procurement Procedures how the issues were dealt in respect to timelines or budget.

Considerations:

- Demonstrated experience in similar federally funded or CDBG-DR projects
- Technical competence in areas such as HUD and CDBG-DR construction procurement, quality assurance and compliance.
- Strength and relevance of key personnel and staff's expertise

Project Understanding & Technical Approach (25 points)

Description: Understanding of the Town's urgency to renovate and enhance the Bay Oaks Community pool areas infrastructure to increase resilience against future storms and compliance with modern flood mitigation and accessibility standards. The Bay Oaks Community pool is to be designed as not just a swimming pool but innovative facilities and to become a destination for all members.

Considerations:

- Depth of understanding of extreme weather conditions and Florida requirements.
- Proposed work plan, including timeline and guarantee deliverables
- Clarity in addressing Comprehensive Plan amendments and adoption process

Reference and Past Experience (15 points)

Description: Describe the expertise and experience in providing services similar to the requirements for his RFQ as well as the experience described in the Scope of the Work. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each.

Considerations:

- Expertise and Experience in similar federally funded projects
- Experience working with governmental entities

M/WBE or Veteran-Owned Business Status (10 points)

Description: Considers whether the prime or subconsultants are minority-owned, women-owned, or veteran-owned businesses, reflecting the Town's commitment to supplier diversity and compliance with 2 CFR 200.321.

Considerations:

- Prime or subconsultant status as a certified M/WBE or Veteran-Owned Business
- Demonstrated outreach or utilization of M/WBE or Veteran-Owned Business enterprises in project delivery

I. CONSULTANT QUALIFICATION AND SELECTION CRITERIA

The Town will evaluate responses based on criteria including, but not limited to and as per:

- **Project Understanding and Approach:** Demonstrated understanding of the Town's needs, clarity of proposed methodology, and originality of approach.
- **Relevant Experience and Qualifications:** Proven success in comparable post-disaster recovery particularly in coastal communities. Experience integrating HUD and FEMA Community Lifelines, addressing community-specific vulnerability, and focusing on equity.
- **Innovation and Best Practices:** Demonstrated familiarity with innovative concepts, cutting-edge technologies, national best practices (APA, FEMA, NIST), and evidence-based programs.
- **Public Engagement & Inclusivity:** Proven track record of conducting inclusive and meaningful stakeholder outreach. Ability to engage diverse populations effectively and incorporate input into the final Plan.
- **Personnel and Capacity:** Qualifications and experience of key personnel, and the

capacity to complete the project on time and within budget.

- **Local Knowledge and Coordination:** Familiarity with Florida's planning framework, coastal community considerations, and demonstrated ability to avoid redundancies by building on existing plans.
- **Adherence to Federal Requirements:** Experience with CDBG-DR or similar federally funded projects, compliance with 2 CFR 200.321 for M/WBE utilization, and readiness to meet all reporting and documentation requirements**.**

Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection advisory committee (the "Committee") as per Ordinance 24-11. Either the Town Manager or the Committee will review all proposals received and establish a list of selected Responders deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Council and the Town Council shall make a final award. The Town Manager, the Committee or the Town Council may request oral presentations from the Responders. Responders are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

J. REPRESENTATIONS AND WARRANTIES

In submitting an RFQ, Responder warrants and represents that:

a. The Responder has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.

b. Responder has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their response.

c. Responder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.

d. If applicable, Responder has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFQ and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Responder , including safety precautions and programs incident thereto.

e. Responder has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFQ and any addenda thereto, and the written resolution thereof by the Town is acceptable to Responder.

f. The RFQ is generally sufficient in detail and clarity to indicate and convey

understanding of all terms and conditions for the performance of the proposal that is submitted.

g. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFQ or contract.

K. TOWN CONTRACT

The selected Proposer is expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney. A sample of the agreement is attached for reference and may need to be modified by the Town before execution of the official agreement.

End of Part I

PART II– SCOPE OF SERVICES AND WORK

Project Background

Hurricane Ian caused catastrophic damage to the Town of Fort Myers Beach, severely impacting on its parks and recreation facilities, which serve as critical hubs for community engagement and environmental stewardship. In response, the Town has initiated the Parks and Recreation Revitalization Project to restore and enhance key public spaces, ensuring they are resilient, sustainable, and accessible for future generations.

This project is supported by Community Development Block Grant Disaster Recovery (CDBG-DR) funds, administered through Lee County, and aims to address post-disaster infrastructure needs while mitigating future flood risks and improving overall community resilience. **The Bay Oaks Community Pool Rehabilitation Project** is meant to rebuild an essential piece of the communities' recreational facilities, ensuring compliance with modern flood elevation and accessibility standards, while softening its impact in its space.

Through this solicitation, the Town seeks an experienced, engineering, and design firm to provide comprehensive professional services that align with FEMA flood mitigation guidelines, CDBG-DR program requirements, and sustainable development best practices. The project will not only restore this vital community asset but also integrate resilient infrastructure solutions to protect against future climate-related threats.

Scope of Work

The Town intends to renovate and enhance the Bay Oaks community pool area, its parks and recreation infrastructure to increase resilience against future storms. This project seeks to improve community engagement and ensure compliance with modern flood mitigation and accessibility standards. At the same time creating a space that can be used by all members of the community not just as a swimming pool but as a destination and cornerstone to the Bay Oaks Park area.

Bay Oaks Community Pool Rehabilitation

1. Site Assessment and Design Development
    - Evaluate existing pool basins, deck, mechanical systems, restrooms, and support facilities.
    - Provide a modern design.
    - Integrate FEMA flood elevation standards (BFE +2' minimum) and stormwater management.
    - Incorporate ADA-compliant features and sustainable materials.

2. Final Engineering Design & Permitting
    - Prepare engineering plans, specifications, and cost estimates.
    - Secure all necessary permits from FDEP, local agencies, and other regulatory bodies.

Procurement and Construction Administration

1. Pre-Construction Services
    - Assist the Town in preparing construction procurement documents.
    - Provide a detailed Opinion of Probable Construction Costs (OPCC).
    - Conduct pre-bid meetings and respond to bidder inquiries.
    - Bid Evaluation and Contractor Selection
    - Assist in evaluating contractor bids and proposals.

- Ensure that selected contractors meet CDBG-DR, Davis-Bacon Act, and Section 3 compliance.
- Provide recommendations for contractor selection and award.

Construction Oversight and Quality Assurance

1. Construction Phase Services
    - Monitor construction activities for compliance with approved designs, specifications, and project schedule.
    - Provide construction-phase engineering and inspection (CEI) services.
    - Ensure adherence to FEMA flood elevation standards and environmental mitigation plans.
    - Regulatory Compliance and Reporting
    - Verify contractor compliance with CDBG-DR, Davis-Bacon, and Section 3 requirements.
    - Conduct regular site inspections and progress reports.
    - Address any construction modifications and approvals as required.

Post-Construction and Project Closeout

- Final Inspections and Testing
- Conduct final walk-through inspections with Town representatives and regulatory agencies.
- Ensure all punch list items are addressed before project closeout.
- Provide as-built documentation and final project certifications.
- Project Completion and Documentation
- Ensure compliance with CDBG-DR closeout reporting requirements.
- Submit all final reports, warranties, and maintenance documentation.

Compliance Requirements

The selected firm must ensure that all work complies with:

- FEMA flood elevation standards (BFE +2' minimum) and flood-resistant design guidelines.
- Community Development Block Grant Disaster Recovery (CDBG-DR) regulations (2 CFR 200).
- Davis-Bacon and Related Acts (DBRA) for wage compliance.
- Americans with Disabilities Act (ADA) accessibility requirements.
- Florida Building Code and local permitting requirements.
- HUD green building standards and energy efficiency guidelines.
- National Environmental Policy Act (NEPA) and related environmental laws.

PERIOD OF PERFORMACE, BUDGET, AND COMPLIANCE AND STANDARDS

Period of Performance

The exact period of performance will be negotiated with the selected Consultant and incorporated into the contract. The Consultant will be expected to adhere to the approved schedule, meet agreed-upon milestones and deliverable deadlines, and provide timely updates on project status.

Compliance and Standards

All services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2 CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan updates.

TECHNICAL REQUIREMENTS

MINIMUM REQUIREMENTS

In order to be deemed responsive and considered for contract award, each proposer shall satisfy the following mandatory minimum requirements:

1. The proposer shall be authorized to do business in Florida and Lee County.
2. The proposer shall have a minimum of (3) Years' Experience
3. The proposer shall have verified references from the past (2) Years' or present contracts for services similar to the services requested herein.
4. Appropriate licensure and insurance required for completion of the project.

INSURANCE AND LICENSES REQUIREMENTS

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

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

$1,000,000 per occurrence
$1,000,000 General Aggregate
$1,000,000 Aggregate for Bodily Injury Liability
$14,000,000 products and completed operations

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

$2,000,000 Combined Single Limit (CSL) or
$1,000,000 Injury per person
$1,000,000 Aggregate Bodily injury per accident
$1,000,000 Property damage per accident

With coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

Employer's liability with a minimum limit per accident in accordance with statutory requirements.

Workers Compensation – Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation Insurance to comply for all employees for statutory limits in compliance with the applicable State and Federal laws.

Error and Omission – Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services:

$1,000,000 Per Occurrence

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

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFQ. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Fort Myers Beach as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days' written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change, or adequate protection of the Town is not presented. Responder, by submitting a Response, agrees to abide by such modifications.

END OF PART II

PART III– FEDERAL AND STATE

A. STATE REQUIRED CONTRACTUAL TERMS AND CONDITIONS

VENDOR LIST CERTIFICATIONS The Town requires a certification from Responder that their firm is not on the following Vendor List maintained by the Florida Department of Management Services. The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists.

Forced Labor Vendor List

- In accordance with Florida Statue 2887.1346, Florida Statute, "Forced labor vendor list" (list), means the list required to be created and maintained by the department pursuant to paragraph (4)(d). Paragraph 4d, the department shall create and maintain a forced labor vendor list that contains the name and address of each company that has been disqualified from the public contracting and purchasing process under this section. The department shall publish an updated version of the list quarterly. The updated quarterly list shall be electronically posted on the department's website

- Convicted Vendor List/Public Entity Crimes
  - In accordance with Section 287.133(2)(a), Florida Statute a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

- Discriminatory Vendor List
  - In accordance with Section 287.134, Florida Statute an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or relay on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction of repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- Suspended Vendor List
  - In accordance with Section 287.1351, Florida Statute an vendor that is in default on any contract with an agency or has otherwise repeatedly demonstrated a recent inability to fulfill the terms and conditions of previous state contracts or to adequately perform its duties under those contracts may not submit a bid, proposal, or reply to an agency or enter into or renew a contract to provide any goods or services to an agency. The term "vendor" means a person or an entity that provides goods and services to an agency under a contract or submits a bid, proposal, or reply to provide goods or services to an agency.

- Antitrust Violation List
  - In accordance with Section 287.137, Florida Statute a person or an affiliate who has

been placed on the antitrust violator consultant list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal or reply for any new contract to provide any goods or services,

- Anti-Lobbying Clause (Cone of Silence)
    - In accordance with Section 287.057(23), Florida Statute, respondents to this solicitation or persons acting on their behalf may not contact, communicate with and/or discuss any matter relating in any way between the release of the solicitation and the end of the agency posting. Violation of this provision may be grounds for rejecting a response.

- Scrutinized List of Prohibited Companies
    - In accordance with Section 287.135 Florida Statute, prohibits state and local government entities from contracting with companies that are on the Scrutinized Companies List. Also prohibits companies that are engaged in certain business practices from contracting with these entities.
- Federal Excluded Parties List
    - An excluded party is any individual or entity that has been suspended or debarred from doing business with federal funds. Typically, a suspended individual or entity can not receive federal funds for a set time period or until specific requirement is met.

FLORIDA CIVIL RIGHT ACT The Contractor shall comply with Chapter 760, Florida Statutes, which states that the contractor shall comply with the Florida Civil Rights Act of 1992, which states that individuals in the state are free from discrimination because of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.

AFFIRMATIVE ACTION AND NONDISCRIMINATION Obligations of Contractors and Subcontractors Regarding Special Disabled Veterans, Veterans of the Vietnam Era, Disabled Veterans, Recently Separated Veterans, Active-Duty Wartime or Campaign Badge Veterans, and Armed Forces Service Medal Veterans

EQUAL OPPORTUNITY CERTIFIED Suppliers, Contractors and/or Vendors that operate under Disadvantage Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE) and/or Veteran Business Enterprise (VBE) should not be excluded in the bidding process,.

LOCAL GOVERNMENT PROMPT PAYMENT ACT In accordance with Section 218.70, Florida Statute, the Town shall make payment of all sums properly invoiced within thirty (30) days of the Town's receipt of such invoice. Town shall pay contract amount of such invoice within thirty (30) day period. If Town shall give such notice to the contractor within such fifteen (15) day period, such dispute over the proper amount of such invoices shall be resolved, and after final resolution of such disputes, Town shall promptly pay the contractor the amount so determined, less any amounts previously paid by Town with respect to such invoice, In the event it is determined that Town has overpaid such invoice, the contractor shall promptly refund to the Town the amount of such overpayment.

PUBLIC QUALIFICATION DISCLOSURE Per Florida Statute 218.80, there are no permit fees for this project, therefore permitting fees to be paid by contractor is zero dollars.

BACKGROUND SCREENING In accordance with Florida Statute 435, all employees required by law to be screened must undergo background screening as a condition of employment and continued

employment which includes, but need not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.

CONTRACTING WITH ENTITIES OF FOREIGN COUNTIES OF CONCERN PROHIBITED Pursuant to Florida Statute 607.1501(1), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

a. The entity is owned by the government of a foreign country of concern.
b. The government of a foreign country of concern has a controlling interest in the entity; or
c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern; or
d. Foreign corporations are prohibited from transacting business in Florida until the corporation obtains a certificate to do business from the state department.

Beginning January 1, 2024, a governmental entity may not accept a proposal on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c). The Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates this section.

PROHIBTION AGAINST CONSIDERING SOCIAL, POLITIAL, OR IDEALOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING In accordance with Florida Statute 287.05701 the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

INSPECTOR GENERAL COOPERATION In accordance with Florida Statutes § 20.055(5), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

BUSINESS RELATIONSHIP DISCLOSURE REQUIREMENT Sections 112.313(3), 112.313(7) and 112.317, F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled** *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (*Required by § 112.313(12)(b), F.S.*)* to be completed and **returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED

DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.00.

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

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

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the proposer does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the proposer or keep and maintain public records required by the public agency to perform the service. If the proposer transfers all public records to the public agency upon completion of the contract, the proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the proposer keeps and maintains public records upon completion of the contract, the proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

(e) Pursuant to Section 119.0701(2)(a), Florida Statute

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

TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FLORIDA 33931
(239)765-0202
FMBPublicrecords@fmbgov.com

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

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

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

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

COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,

both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Proposer is not listed on any of the following: (I) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer further hereby certifies that Proposer is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, and/or costs. Proposer further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Proposer (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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

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

ATTORNEY'S FEES AND COSTS Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

PUBLIC ENTITIES CRIME OR CONVICTED VENDOR LIST Proposer agrees and assumes a continuous duty to disclose to the Town if the Proposer or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

DATA MANAGEMENT; NOTICE OF BREACH Proposer shall cooperate with the Town and provide

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

ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM The Town has not given preference or requested documentation from the Proposer based on Proposer's social, political or ideological interest. Proposer agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

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

NO COERCION FOR LABOR OR SERVICES The Proposer swears under penalty of perjury that the Proposer does not use coercion for labor or services as defined as follows:

"Coercion" means:

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

B. FEDERAL CONTRACTUAL REQUIREMENTS (HUD)

NO LOBBYING; REQUIRED AFFIDAVIT

After the issuance of any solicitation, or during renegotiation of an existing contract, no prospective offerors or their agents, representatives or persons acting at the request of such offerors shall contact, communicate with, or discuss, either in person, by phone, email or text message, any matter relating to the solicitation or the renegotiation with any Town officers, agents or employees (including the Town council and Town manager) other than the purchasing agent designated in the solicitation, unless otherwise provided for in the solicitation or otherwise directed by the designated purchasing agent or procurement official. This prohibition includes copying such persons on written communications with the purchasing agent but does not apply to presentations made to evaluation committees or at a council meeting where the council is considering approval of a proposed contract. The prohibition ends upon execution of the final contract or when the solicitation has been canceled, or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the council directing renegotiation or on issuance of a written notice from the procurement official to the existing contractor instituting a renegotiation process. **Failure of businesses seeking to conduct business with the Town to strictly adhere to this section will result in the offender's proposal, proposal or response being disqualified from further consideration, and may also result in the suspension**

or debarment of the offending business.

As part of its proposal submission, each Responder must submit the attached Affidavit acknowledging the foregoing Code provision and attesting compliance therewith.

NON-COLLUSION AFFIDAVIT As part of its response submission, each Responder must submit the attached Non-Collusion Affidavit.

CONFLICT OF INTEREST DISCLOSURE As part of its proposal submission, each Responder must submit the attached certification confirming that the proposal was not influenced by or the result of collusion with any other actual or potential Responder, and is not otherwise in violation of federal, state, associate, or agent which is also an officer or employee of the Town or of its agencies. Offerors must disclose the name of any officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

ANTI-DISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY The successful Responder will be required, during the term of its performance, to refrain from discrimination against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin.

REHABILITATION ACT OF 1973 SECTION 504 AS AMENDED Contractor or Consultant shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

AMERICANS WITH DISABILITIES ACT OF 1990 Contractor or Consultant shall comply with Public Law 101-336, Americans with Disabilities Act of 1990, which provides, subject to such Act, that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

This project is funded in part or in whole by: U. S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Responders are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications which apply as follows:

BYRD ANTI-LOBBYING AMENDMENT

31 U.S.C. § 1352 (as amended). Contractors who responds/propose for an award of $100,000 or more shall file the required certification (Exhibit IV). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the recipient who in turn will forward the certification(s) to the awarding agency.

SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of Chapter 2 Code of Federal Regulations. As such, a contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the Town of Fort Myers Beach. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Fort Myers Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The proposer or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SUBCONTRACTS The CONTRACTOR or sub- CONTRACTOR must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage

determination(s) in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

ACCESS TO RECORD The Contractor agrees to provide the Town of Fort Myers Beach, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to

construction or other work sites pertaining to the work being completed under the contract

In compliance with the Disaster Recovery Act of 2018, the Town of Fort Myers Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

RECORDS AND RETENTION UNDER COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER (CDBG-DR) PROGRAM The Contractor or Consultant agrees to maintain such records and follow such procedures as may be required under the CDBG-DR Program and any such procedures as the Town may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. All such records and all other records pertinent to the Agreement and work or services performed thereunder shall be retained by the Contractor or Consultant for a period of three years after a final audit of the Town's CDBG-DR project unless a longer period is required to resolve the audit findings or litigation. In such cases, the Town shall request a longer period of record retention.

Access to records and site where appropriate, the Town and other authorized representatives of the county and federal government shall have access to any books, documents, papers, and records of the Contractor or Consultant that are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor or Consultant agrees to provide the Town, Lee County, the federal agencies with interest in the Agreement or any of the activities undertaken pursuant thereto, or their authorized representatives access to construction or other work sites, if any, pertaining to the work being completed under this Agreement.

Audits, the Town, the County Auditor, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG-DR project and the Agreement by whatever legal and reasonable means are deemed expedient by the Town, the County Auditor, and HUD.

Compliance with laws and Indemnification the Agreement is funded in whole or in part with CDBG funds through the Town's Community Development Block Grant Program, as administered by the Lee County's United States Department of Housing and Urban Development (HUD) award. The Contractor or Consultant shall comply with those regulations and restrictions normally associated with federally funded programs and any other requirements that the county may prescribe, whether herein recited. The Contractor or Consultant shall comply with all applicable laws, ordinances and codes of the county and local government. The Contractor or Consultant shall indemnify and hold the Town, its officials, agents, and employees harmless with respect to any damage arising or alleged to arise from any act performed by the Contractor or Consultant or which should have been performed by the Contractor or Consultant in performing any of the obligations under the Agreement.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS This is an acknowledgement that ARPA and/or FEMA financial assistance/grants may be used to supplement all or a portion of the contract. If so, the proposer will comply with all 16 applicable Federal law, regulations, executive orders, FEMA and ARPA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT The Federal Government will not be a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS The

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CHANGES Either party may request modification of the provisions of this Agreement including the not to exceed amount, duration, scope, and rate(s). Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

TERMINATION FOR CAUSE If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the Town of Fort Myers Beach, shall thereupon have the right to terminate this Contract for cause by giving written notice to Contractor of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Contractor under this Contract shall become the property of the Town of Fort Myers Beach, and Contractor shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the Town of Fort Myers Beach, in its sole discretion. Notwithstanding the above, Contractor shall not be relieved of liability to the Town of Fort Myers Beach for damages sustained by the Town of Fort Myers Beach by virtue of any intentional and/or negligent act or omission or any breach of the Contract by Contractor, and the Town of Fort Myers Beach may withhold any payment for the purpose of reasonable setoff until such time as the exact amount of damages due the Town of Fort Myers Beach from Contractor is determined. Contractor agrees that the Town of Fort Myers Beach shall have all rights and remedies afforded to it at law to recover any damages sustained by the Town of Fort Myers Beach in connection with the work performed by Contractor under the Contract. In the alternative, the Town of Fort Myers Beach shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice the enforcement of any other right or remedy allowed at law or in equity.

TERMINATION FOR CONVENIENCE The contractor or the Town of Fort Myers Beach may terminate this contract for its convenience at any time by giving at least thirty (30) calendar days' notice in writing to the other party. If the Contract is terminated by the Town of Fort Myers Beach and/or Contractor as provided herein, Contractor will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the Town of Fort Myers Beach, in its sole discretion.

EQUAL EMPLOYMENT OPPORTUNITY The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Pursuant to Subsection (F) of Appendix II to 2 C.F.R. Part 200, if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

DAVIS-BACON ACT If this Contract is subject to a requirement by the Federal program legislation related to the funding award, the Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The Contractor acknowledges it is in possession of a copy of the current prevailing wage determination issued by the Department of Labor. The Contractor acknowledges that the decision of the Town to award the Agreement, and Contractor's agreement to enter a contract with any subcontractor, is conditioned upon the acceptance of the wage determination. The Town will report all suspected or reported violations to the Federal awarding agency.

The Contractor (and its subcontractors) shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The Town will report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT For contracts that are only subject to the Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where additional contract provision is required:

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Town of Fort Myers Beach, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Town of Fort Myers Beach, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

LIQUIDATED DAMAGES For each deliverable due date agreed to by the State Project Manager and Contractor, a penalty of $500 per day will be assessed for each business day that the delivery exceeds the agreed due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES It shall be the responsibility of the Proposer to assure compliance with all other federal, state, local laws, or regulations/requirements as they may apply. Any involvement with the Town of Fort Myers Beach shall be in accordance with but not limited to:

END OF PART III

RFQ FORM A

Responder: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town upon request via bids@fmbgov.com.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

h. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

   i. The correct and full legal name of the Responder is:

   ii. The business is a (Sole Proprietorship) (Partnership) (Corporation).

   iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

i. Please describe your company in detail.

j. The address of the principal place of business is:

k. Company telephone number and e-mail addresses:

l. Number of employees:

m. Name of employees to be assigned to this Project:

n. Company identification numbers for the Internal Revenue Service:

o. Provide Lee County business tax receipt number, if applicable, and expiration date:

p. How many years has your organization been in business? Does your organization have a specialty?

q. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed.

r. Have you ever failed to complete any work awarded to you? If so, where, and why?

s. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Response for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

t. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFQ Form B

Responder: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town upon request via bids@fmbgov.com.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

2. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

3. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

4. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

RFQ FORM D

Responders: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

RESPONDER'S CERTIFICATION

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFQ forms, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Responder hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other Responder is interested in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

_____

Name of Business

By: Signature _____

Print Name and Title _____

Mailing Address _____

[1]STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this ____ day of _____, 20__, by means of ( ) physical presence or ( ) online notarization, personally appeared _____ as _____ of (Company Name), ( ) who is personally known to me or ( ) who has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida

My commission expires:

[1] Rev 1-28-25

PART IV: SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

SAMPLE - AGREEMENT FOR
FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____ 2025 by and between the Town of Fort Myers Beach, Florida, a municipality of the State of Florida, whose address is 6231 Estero Blvd, Fort Myers Beach, Florida 33931 ("Town"), and _____ ("Consultant"), whose address is _____.

WHEREAS, the Town desires the Consultant to provide and perform services as further described hereinafter concerning the Public Facilities Infrastructure Program ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the Town's competitive solicitation process (RFQ 26-02-AD) as provided in Purchasing Ordinance 24-11, and applicable Florida law; and

WHEREAS, funding in part or in whole shall be provided by a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Program, which requires the Consultant to comply with Federal Grant Requirements, found in 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications; and

WHEREAS, the Subrecipient Agreement for Community Development Block Grant – Disaster Recovery (CDBG-DR) Program funding for the Project between the Town and Lee County requires completion of all work under this Agreement no later than May 31, 2026; and

WHEREAS, approval of this agreement is in the best interest of health, safety and welfare to the residents of Fort Myers Beach.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

I. PRODUCTS AND SERVICES

The Consultant agrees to diligently provide all products and services for the Project in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Additionally, Consultant shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike, as set forth in Exhibit F, CDBG-DR Supplemental Conditions; Exhibit G, Certifications CDBG-DR Compliance Provisions; and Exhibit H, CDBG-DR Special Terms and Conditions, attached hereto and incorporated herein, which shall be inclusive of the original Solicitation with Consultant's executed proposal documents, grant funding provision, and addenda. Consultant shall comply strictly with all of the terms and conditions of Solicitation No. RFQ-26-02-AD, as modified by its [addendum or addenda], copies of which are on file with the Town's Clerk and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence on the Effective Date and shall continue until completion and delivery of the Project. The Effective Date shall be the date on which the last Party executes this Agreement.

B. The Project shall be delivered in accordance with Exhibit B Project Schedule, attached hereto and incorporated herein. The schedule shall commence on the date identified in the Notice to Proceed issued to the Consultant by the Town. All work must be completed by the completion date identified in the Notice to Proceed.

III. COMPENSATION AND PAYMENT

A. The Town shall pay the Consultant in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit C, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Consultant's submittal in response to the Solicitation, a copy of which is on file with the Town's Department of Procurement Management and is deemed incorporated into this Agreement.

B. Notwithstanding the preceding, Consultant shall not make any deliveries or perform any services under this Agreement until receipt of a Notice to Proceed. Town reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

C. All funds for payment by the Town under this Agreement are subject to the availability of an annual appropriation for this purpose by the Town. In the event of non-appropriation of funds by the Town for the services provided under this Agreement, the Town will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Consultant on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Town shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

A. The Town shall pay the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Consultant's invoice and written approval of same by the Town indicating that the products and services have been provided in conformity with this Agreement.

B. The Consultant shall submit an invoice for payment to the Town on a monthly basis (unless another payment schedule is provided in Exhibit "C") for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit C) that were provided during that invoicing period.

C. As may be specified in Exhibit C, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific

line items as approved in writing by the Town.

V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the Town.

B. If the Town requires the Consultant to perform additional services or provide additional product(s) related to this Agreement, then the Consultant shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The Town shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

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

VI. LIABILITY OF CONSULTANT

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

B. This section shall survive the termination or expiration of this Agreement.

VII. CONSULTANT'S INSURANCE

A. Consultant shall procure and maintain insurance as specified in Exhibit D Insurance Requirements, attached hereto and made a part of this Agreement.

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

by Consultant and its subcontractors identifying the Town as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE CONSULTANT

A. The Consultant shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by Town, supply a comparable replacement product or service.

B. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Consultant specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

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

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

TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FL. 33931
(239) 765-0202

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

F. The Consultant shall comply with the requirements of the CDBG-DR Supplemental Conditions attached hereto and incorporated herein as Exhibit F; the requirements of the Certifications CDBG-DR Compliance Provisions attached hereto as Exhibit G; and the requirements of the CDBG-DR Special Terms and Conditions attached hereto as Exhibit H.

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Consultant shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Consultant to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the Town and Consultant. If the Consultant's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the Town's written approval before said changes or substitution can become effective.

C. The Consultant specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

D. In accordance with the terms set forth in the Agreement, for each consecutive calendar day of delay in achieving the completion date identified in the Notice to Proceed as set forth herein, the Vendor shall be liable to the County for liquidated damages in the amount of $500.00 per calendar day. Vendor shall not

be liable for delays which are beyond their reasonable control, but shall submit a request for a Change Order to the Town extending the completion date.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. CONTRACT TERMINATION

A. MATERIAL BREACH A Consultant may be Terminated for Cause by the Town for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Consultant failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Consultant failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Consultant becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Consultant becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Consultant's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Consultant or any of the Consultant's property and such appointment endangers the Consultant's proper performance hereunder; 6. A determination that the Consultant is in violation of federal, state, or local laws or regulations and that such determination renders the Consultant unable to perform any aspect of the Agreement.

B. OPPORTUNITY TO CURE In the event that Consultant fails to perform a contractual requirement or materially breaches any term or condition, the Town may issue a written cure notice. The Consultant may have a period of time in which to cure. The Town is not required to allow the Consultant to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the Town. Time allowed for cure shall not diminish or eliminate Consultant's liability for damages, or otherwise affect any other remedies available against Consultant under the Agreement or by law. If the breach remains after Consultant has been provided the opportunity to cure, the Town may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Consultant from receiving future solicitations or other opportunities; 6. Require Consultant to reimburse the Town for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

C. TERMINATION FOR CAUSE In the event the Town determines that the Consultant has failed to comply with the conditions of this Agreement in a timely

manner or is in material breach, the Town has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the Town, the Town shall notify the Consultant in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Town, or if such corrective action is deemed by the Town to be insufficient, the Agreement may be terminated. The Town reserves the right to withhold further payments, or prohibit the Consultant from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Consultant or a decision by the Town to terminate the Agreement. In the event of termination, the Town shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Consultant shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Consultant was not in material breach; or (2) failure to perform was outside of Consultant's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the Town provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the Town may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Consultant. If this Agreement is so terminated, the Town shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the Town prior to the effective date of Agreement termination. The Town shall have no other obligation whatsoever to the Consultant for such termination.

E. The Town reserves the right to require Consultant to repay amounts previously paid by the Town to the Consultant due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Consultant shall comply with such demand within 60 days.

F. The Town's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Consultant's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee Town, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will

be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Consultant shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The Town may, at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the Town. The Town may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the Town does not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the Town does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. CONSULTANT WARRANTY

A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit C) and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Consultant shall pick up the product from the Town at no expense to the Town. The Town reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Consultant shall refund to the Town any money which has been paid for same.

XVI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The following listed documents, are attached hereto and are acknowledged, understood, and agreed to be an integral part of this Agreement:

(1) EXHIBIT "A" entitled "Scope of Work"

(2) EXHIBIT "B" entitled "Project Schedule"

(3) EXHIBIT "C" entitled "Fee Schedule"

(4) EXHIBIT "D" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(5) EXHIBIT "E" entitled "Consultant's Associated Sub Consultant(s) and Subcontractor(s)"

(6) EXHIBIT "F" entitled "CDBG-DR Supplemental Conditions"

(7) EXHIBIT "G" entitled "Certifications CDBG-DR Compliance Provisions"

(8) EXHIBIT "H" entitled "CDBG-DR Special Terms and Conditions"

(9) EXHIBIT "I" entitled "Florida Statutory Requirements"

(10) EXHIBIT "J" entitled "Vendor Background Screening Affidavit"

(11) EXHIBIT "K" entitled "Truth in Negotiation Certificate"

(12) EXHIBIT "L" entitled "Public Entity Crime Affidavit"

(13) EXHIBIT "M" entitled "Affidavit Certification of Immigration Laws"

(14) EXHIBIT "N" entitled "Affidavit of Confidentiality"

C. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee

and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Consultant may assign its rights if given written authorization by the Town and claims for the money due or to become due to the Consultant from the Town under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the Town. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the Town.

D. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

E. The failure of the Town to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

F. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

G. Neither the Town's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

I. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee Town. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee Town recognized holiday, the deadline will then fall to the next Monday or non-Lee Town recognized holiday.

J. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Consultant's Representative		Town's Representative	
Name:		Name:	
Title:		Title:	Town Manager
Address:		Address:	6231 Estero Blvd Fort Myers Beach, FL 33931
Telephone:		Telephone:	(239)

Facsimile:		Facsimile:	(239)
Email:		Email:	

K. Any change in the Town's or the Consultant's Representative will be promptly communicated by the party making the change.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

N. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. Solicitation
3. Consultant's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

CONSULTANT:

by

_____

_____, as its _____ and authorized agent

(CORPORATE SEAL)

ATTEST:

_____
_____, Secretary

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary Public - State of Florida

_____
Printed/Typed/Stamped Name of Notary
My commission expires:

TOWN OF FORT MYERS BEACH, a Florida municipal corporation

_____

DAN ALLERS
MAYOR

ATTEST:

(Seal)

_____
AMY BAKER, TOWN CLERK

Date signed by TOWN: _____

APPROVED AS TO FORM FOR THE RELIANCE OF TOWN ONLY:

BY:_____
TOWN ATTORNEY

EXHIBIT A
SCOPE OF WORK

[ADD SCOPE OF WORK FROM RFQ]

EXHIBIT B
PROJECT SCHEDULE

The Consultant shall complete the Tasks as described in Exhibit A according to the following Project Schedule. The Tasks shall be completed within the number of days allowed beginning on the date of the Notice to Proceed. Tasks may run concurrently. All work must be completed by the completion date.

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
INSURANCE REQUIREMENTS
Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain insurance to protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have, and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm

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

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability;

and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement. In the event the Town shall execute and issue written authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work through written agreement executed by both parties.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's Finance Department all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by Town staff , the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "D" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Agreements, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions, or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation, and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per person and $1,000,000 per accident for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Coverage shall include owned vehicles, hired, and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of $1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

The Consultant shall maintain all required insurance coverage throughout the term of this Agreement. The Consultant is responsible for ensuring that all Certificates of Insurance (COI) remain current and shall submit renewal certificates to the TOWN no later than ten (10) business days prior to expiration of any existing policy. Failure to provide timely COI renewals may be considered a material breach of this Agreement, the renewal COIs are to be emailed to the Finance Department.

EXHIBIT E
CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project: (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

EXHIBIT F
CDBG-DR SUPPLEMENTAL CONDITIONS
CDBG-DR Supplemental Conditions

Subrecipient	
Subgrantee (if applicable)	

Contractor	

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to "Subrecipient" ("Subgrantee", if applicable) shall be deemed to refer to the party seeing products and/or services, and references to the "Agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

Order of Precedence

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

(1) Part I: Required Federal Provisions; then
(2) Part II: Required State of Florida Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these supplementary Conditions relates to a matter embraced by other provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient (Subgrantee, if applicable), to Lee County which will decide the applicable questions.

Required Federal Provisions

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

General Conditions

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the U.S. Department of Housing and Urban Development (88 FR 32046), including, but not limited to, applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. **BREACH OF CONTRACT TERMS.** The Subrecipient (Subgrantee, if applicable) and Lee County reserve the rights to all administrative, contractual, or legal remedies, including, but not limited to, suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract terms. If the contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

4. **REPORTING REQUIREMENTS**. The contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient (Subgrantee, if applicable) and Lee County. The contractor shall cooperate with all Subrecipient (Subgrantee, if applicable) and Lee County efforts to comply with HUD requirements and regulations pertaining to reporting, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.507.

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal government, Lee County and the Subrecipient (Subgrantee, if applicable) in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued HUD.

6. **DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs subject to 2 CFR Part 2424. The Contractor shall notify the Subrecipient (Subgrantee, if applicable) and Lee County should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance programs subject to 2 CFR Part 2424.

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient (Subgrantee, if applicable) is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient (Subgrantee, if applicable) with any additional information necessary for the Subrecipient (Subgrantee, if applicable) to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient (Subgrantee, if applicable), including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by Lee County, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** The Contractor represents to the Subrecipient (Subgrantee, if applicable) that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the

work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. **ASSIGNABILITY.** The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Subrecipient (Subgrantee, if applicable).

10. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient (Subgrantee, if applicable), Lee County, and their agents and employees from and against any and all claims, actions, suits, charges, and judgements arising from or related to the negligence or will misconduct of the Contractor in the performance of the services called for in this contract.

11. **TERMINIATION FOR CAUSE (Applicable to contracts exceeding $10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient (Subgrantee, if applicable) shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient (Subgrantee, if applicable), become the Subrecipient's (Subgrantee's, if applicable) property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient (Subgrantee, if applicable) for damages sustained by the Subrecipient (Subgrantee, if applicable) by virtue of any breach of the contract by the Contractor, and the Subrecipient (Subgrantee, if applicable) may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient (Subgrantee, if applicable) from the Contractor is determined.

12. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding $10,000).** The Subrecipient (Subgrantee, if applicable) may terminate this contract at any time by giving at least (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient (Subgrantee, if applicable) as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. **LOBBYING (Applicable to contracts exceeding $100,000).** The Contractor certifies, to the best of his or her knowledge and belief, that:

    A. No Federal appropriated funds have been paid off will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification or any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients (subgrantees, if applicable) shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000 for each such failure.

14. **BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding $100,000.00).** The Contractor shall comply with State of Florida Bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

    A. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.

    B. A performance bond on the part of the Contractor for one hundred (100) percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

    C. A payment bond on the part of the Contractor for one hundred (100) percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in execution of the work provided for in the contract.

15. **ACCESS TO RECORDS.** The Subrecipient (Subgrantee, if applicable), Lee County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. **MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the

Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of HUD's grant to Lee County of for the period provided in the CDBG regulations 24 CFR Part 570.487 (or other applicable laws and program requirements) and 24 CFR Part 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant 42 USC 12707 (a)(4).

Civil Rights and Diversity Provisions

17. Section 3 of the Housing and Urban Development Act of 1968.

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or a very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, State, and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

iii. The contractor agrees to send to each labor organization or representative

of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

vi. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination, and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b). c..

c. Section 3 Benchmarks and Reporting

i. Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form

prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii which may be amended from time to time for HUD reporting purposes.

18. **TITLE VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. No persons shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

19. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

20. **SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITES ACT OF 1990.** The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations.

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

21. **AGE DESCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination of 1975 (42 USC § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal Financial Assistance.

22. **NONDISCRIMINATION.** The Contractor shall comply with the non-discrimination in employment in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR Part 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. Ther contractor shall comply with all other Federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the

Contract agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

A. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

B. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding $10,000, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 2107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 CFR Part 60). Subrecipient (Subgrantee, if applicable) shall include the following specifications, which are required pursuant to 41 CFR Part 60-4.3 in all Federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specification and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000.00 (Federal Notice Required by 41 CFR Part 60-4.3)

1. As used in these specifications

a) "Covered Area" means the geographical area in the solicitation from which this contract resulted;

b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d) "Minority" includes:
   a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
   b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, of the Pacific Islands); and
d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the US Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's of subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or Federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work in being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to may substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs

approve by the US Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document there efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
    e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
    g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying

the time and place of these meeting, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the new media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer or vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction Contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in a voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint Contractor-Union, Contractor-Community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group have a positive impact on the employment of minorities and women in the in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an

obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

23. **CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding $10,000).** The Contractor certifies that it does not maintain or

provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding $10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

    A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
8. Activities sponsored by the Contractor including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

    B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the las to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

E. The Contractor will notice each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1983, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Contractor will include the provisions of this clause in every subcontractor or purchase order in excess of $10,000.00, unless exempted by the rules, regulation, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding $200,000 in value for housing construction, rehabilitation, or other public construction).

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particular persons who are recipient of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site

where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each for the positions, and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination, and Education Assistance Act (25 USC § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Native Americans and (ii) preference in the award of contracts and subcontracts shall be given to Native American organizations and Native American owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Irrespective of any applicable Federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to the Subrecipient (Subgrantee, if applicable), of its Section 3 compliance efforts to Subrecipient (Subgrantee, if applicable). Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient (Subgrantee if applicable). Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. **FAIR HOUSING ACT**. Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing of the provision of brokerage services against any person on the basis of race, color, religion, sex, or national origin handicap or family status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Labor Provisions

27. **COPELAND "ANTIKICKBACK" ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding $2,000 and contracts exceeding $2,500 that involve the employment of mechanics or laborers).** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

29. **DAVIS BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding $2,000 when required by Federal program legislation).** The Contractor shall comply with the Davis Bacon Act (40 USC §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient (Subgrantee, if applicable) and Lee County for review upon request.

If Contractor is engaged under a contract is excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided by Lee County, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with Federal requirements adopted by Lee County pertaining to such contracts and with the applicable requirements of the Department of Labor under 29CFR Parts 1, 3, 5, and 7 governing the payment of wages and ration of apprentices and trainees to journey workers;

provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Environmental Provisions

30. **ENERGY EFFICIENCY.** The contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the 2023 Florida Statutes (Including Special Session C) Title XI, Chapter 163.

31. **SOLID WASTE DISPOSAL.** Pursuant to 2 CFR § 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EP) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 of the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. **CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.** The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of the Agreements as any of the following may hereinafter be amended, superseded, replaced, or modified:

    A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 CFR 1977 Comp., p. 117, as interpreted at 24 CFR Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 CFR, 1977 Comp., p. 121);

    B. Coastal Zone Management Act of 1972, as amended (16 USC § 1451 *et seq.*);

    C. Safe Drinking Water Act of 1974 (42 USC 201, 300 (f) *et seq.*, and 21 USC § 349, as amended), and EPA regulations for Sole Source Aquifers (40 CFR Part 149);

    D. Endangered Species Act of 1973, as amended (16 USC § 1531 *et seq.*);

    E. Wild and Scenic Rivers Act of 1968, as amended (16 USC § 1271 *et seq.*);

    F. Clean Air Act, as amended (42 USC § 7401 et seq.);

    G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 CFR Parts 6, 51, and 93):

    H. Farmland Protection Policy Act of 1981 (7 USC § 4201 *et seq.*), and USDA regulations at CFR Part 658;

I. HUD criteria and standards at 24 CFR Part 51;

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 CFR, 1994 Comp. p. 859);

K. Flood Disaster Protection Act of 1973, as amended (42 USC § 4001-4128);

L. National Flood Insurance Reform Act of 1994 (42 USC § 5154a);

M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC § 3501);

N. Runway Clear Zone regulations (24 CFR Part 51);

O. Federal Water Pollution Control Act, as amended (33 USC § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;

P. Environmental Protection Agency ("EPA") regulations at 40 CFR Part 50, as amended;

Q. HUD regulations at 24 CFR Part 51, Subpart B, Florida State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;

R. HUD regulations at 24 CFR Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;

S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, the National Emission Standard for Asbestos (40 CFR § 61.145), the National Emission Standard for Asbestos (40 CFR § 61.150), and 24 CFR Part 35 Subparts B, H, and J; and

T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 CFR Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC § 1318) relating to

inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, an all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

EXHIBIT G

CERTIFICATIONS CDBG-DR COMPLIANCE PROVISIONS
***For the purposes of this Agreement, all references to "Contractor" in this Exhibit shall be deemed to refer to Consultant.

EXHIBIT H (SIGNATURE REQUIRED)

CERTIFICATIONS
CDBG-DR COMPLIANCE PROVISIONS
Housing and Infrastructure

This Exhibit to the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Subrecipient Agreement contains supplementary compliance conditions for use with procured contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the Agreement for all procured contracts and subrecipient agreements funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor or subrecipient.

By signing this Exhibit, the Subrecipient certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

1. NATIONAL OBJECTIVES

In accordance with 24 CFR 570.208, Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG-DR funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-DR Activities must satisfy one of the named National Objectives.

1. Benefit to Low-to-Moderate Income Persons (LMI)
2. Urgent Need (UN)
3. Elimination of Slum and Blight (SB)

Upon completion of approved activity(ies) funded under this Agreement and prior to the funding expiration date of this Agreement, whichever comes first, the Subrecipient must document that the approved activity(ies) met the approved National Objective as necessary.

For Subrecipients with a National Objective requirement, the County shall review the actual National Objective achievements of the activity. If the Subrecipient does not or cannot satisfactorily document the National Objective achievement of an approved activity(ies), the activity(ies) may be deemed ineligible, and repayment of funds may be required of the Subrecipient.

2. DUPLICATION OF BENEFITS

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the County's responsibility to ensure that CDBG-DR programs provide assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Subrecipient or Contractor must report all funds obtained for the same activity from any source from the date of the disaster until the activity is completed.

be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.

b. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

c. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

d. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

e. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

f. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

g. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in Federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.

h. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a

qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

i. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.

j. **Executive Order 12259:** This executive order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

k. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in Federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings Federal, state, and local governments under the Civil Rights Act of 1964.

l. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.

m. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

n. **Executive Order 11246:** This executive order applies to all Federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race

4. CERTIFICATION OF NONSEGREGATED FACILITIES

(applicable to contracts and subcontracts over $10,000)

The Subrecipient or Contractor and its subcontractor(s) certifies that the entity does not maintain or permit employees to perform their services at any location where segregated facilities are maintained. The Subrecipient or Contractor certifies further that it shall not maintain or provide for employees any segregated facilities at any of its establishments and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient or Contractor and its subcontractor(s) agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient or Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in project files; and will provide notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. ENVIRONMENTAL PROTECTION AND ACTS

a. **National Environmental Protection Act (NEPA):** All Federally funded activities are subject to the National Environmental Policy Act of 1969 (NEPA) and its regulations under 40 CFR 1500 – 1508. Additionally, 24 CFR 58.22 prohibits committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has Federal funding, in full or in part. This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions, prior to completion of the environmental review. Awarded activities must have completed an environmental review to demonstrate compliance with NEPA, as well as 24 CFR 58.

b. **Clean Air and Water Acts:** *(applicable to contracts and subcontracts exceeding $100,000)* The Subrecipient or Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

c. **Flood Disaster Protection:** The Subrecipient or Contractor shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

d. **Energy Efficiency:** The Subrecipient or Contractor shall comply with mandatory standards and policies relating to energy efficiency under the Energy Policy and Conservation Act (Public Law 94-163).

e. **Procurement of Recovered Materials:** Per 2 CFR 200.323, if a subrecipient is a state agency or an agency of a political subdivision of a state, it and its contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. CONSTRUCTION STANDARDS

While the following Construction Standards requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the *CDBG-DR Construction Standards Procedure* for Housing Programs and applicable program guidelines.

a. **Green and Resilient Building Standards in Housing:** All new construction or rehabilitation of residential structures must meet an industry-recognized standard that has achieved certification under (i) Enterprise Green Communities; (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development); (iii) ICC–700 National Green Building Standard Green+ Resilience; (iv) Living Building Challenge; or (v) any other equivalent comprehensive green building program acceptable to HUD. Additionally, all such covered construction must achieve a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise); (ii) DOE Zero Energy Ready Home; (iii) EarthCraft House, EarthCraft Multifamily; (iv) Passive House Institute Passive Building or EnerPHit certification

from the Passive House Institute US (PHIUS), International Passive House Association; (v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); (vi) Earth Advantage New Homes; or (vii) any other equivalent energy efficiency standard acceptable to HUD

b. **Rehabilitation of Nonsubstantially Damaged Residential Buildings (Housing):** Per Federal Register Notice 88 FR 32046, for rehabilitation other than the rehabilitation of substantially damaged residential buildings described in 6.a. above, the Subrecipient must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist.

   Subrecipients must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

c. **Broadband Infrastructure in Housing:** Per Federal Register Notice 88 FR 32046, any substantial rehabilitation, as defined by 24 CFR 5.100, reconstruction, or new construction of a building with more than four units must include installation of broadband infrastructure.

d. **Elevation Standards (Housing and Infrastructure):**
   i. ***Housing*:** All new construction or rehabilitation of residential structures and located in the one percent annual chance (or 100-year) floodplain must be elevated at least two feet above the base flood elevation.
   ii. ***Mixed-use and Non Residential:*** Non-residential structures and infrastructure must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation.
   iii. ***Critical Actions:*** Structures and services defined at 24 CFR 55.2(b)(3) and within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2-3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation.

e. **Planning and Design (Infrastructure):** All newly constructed infrastructure that is assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. To satisfy this requirement, the Subrecipient is required to provide resilience performance metrics as identified by the County.

f. **Flood Control Structures (Infrastructure and Non-Residential Structures):**

Subrecipients that use CDBG-DR funds to assist flood control structures (i.e., dams and levees) are prohibited from using CDBG-DR funds to enlarge a dam or levee beyond the original footprint of the structure that existed before the disaster event, without obtaining approval from the County, HUD, and any Federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam. Additional requirements and approval steps are outlined under Federal Register Notice guidance at 88 FR 32046.

7. AFFORDABILITY PERIOD REQUIREMENTS (HOUSING)

While the following minimum affordability period requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the applicable program guidelines regarding affordability period requirements.

a. **New Construction and Rehabilitation of Affordable Rental Housing:** To meet the LMI housing national objective, a Subrecipient who implements rental housing activities that will result in the new construction or rehabilitation of five or more units, assisted with CDBG-DR funds, must rent to LMI households at affordable rents as described within the *Lee County Action Plan for CDBG-DR Funds.* Furthermore, the minimum timeframes, enforceability, and other related requirements acceptable for compliance can be found under the HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252(e), including the table listing the affordability periods at the of 24 CFR 92.252(e). The County has adopted these requirements and spells out affordability restriction enforcement and minimum affordability periods within the respective program guidelines, which Subrecipients are required to follow, where applicable.

b. **New Construction of Homes Built for LMI Households:** For Subrecipients who implement activities where there is a construction of new single-family units (four units or less) for homeownership that will meet the LMI housing national objective criteria, the County has set affordability restrictions, which follow minimum affordability period and enforcements mechanisms of the HOME requirements set at 24 CFR 92.254(a)(4). Subrecipients whose activities are applicable to these requirements must follow the County's respective program guidelines regarding affordability restrictions, resale or recapture requirements, affordability period requirements, and all other requirements prescribed under the applicable guidelines regarding affordability.

8. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, VETERAN OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS

The Subrecipient or Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, veteran owned businesses, and labor

surplus area firms are used in subcontracting when possible. Steps include:

a. Placing qualified small and minority businesses, veteran owned businesses, and women's business enterprises on solicitation lists:

b. Assuring that small and minority businesses, and women's and veteran's business enterprises are solicited whenever they are potential sources:

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, veteran owned, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, veteran owned businesses, and women's business enterprises; and

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

9. POLITICAL ACTIVITY

The Subrecipient or Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

10. LOBBYING PROHIBITION AND BYRD ANTI-LOBBYING AMENDMENT

The Subrecipient is prohibited from using contracted funds for the following purposes: (1) political activities; (2) lobbying; (3) political patronage; (4) nepotism activities; and (5) inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will also comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of Agreement funds for the purpose of lobbying the legislature, state or county agencies.

Additionally and in accordance with 24 CFR 87, the Subrecipient certifies that it will not use CDBG-DR funds received from the County to directly or indirectly influence legislation or any other official action by the Florida legislature, any state agency, or other local government and county (BOCC) business, including through the use of Federal appropriated funds being paid to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement. If the County and/or the Subrecipient suspects such action of occurring, the County reserves the right to request that the Subrecipient disclose and certify such activities in accordance with reporting requirements noted within the Agreement.

The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) requires that Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

The Contractor certifies, to the best of his or her knowledge and belief that:

1) No Federally appropriated funds have been paid or will be paid by, or on behalf of, the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11. DEBARMENT AND SUSPENSION

A contract award (2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235).

By executing this Agreement or contract, the Subrecipient or Contractor verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs and will not enter into contracts with any entity that has been suspended or debarred from federal contract work.

12. CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Subrecipient or Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of, or delegate to, Congress, or any Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole, or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; or aggregates such as concrete; glass, including optical fiber; and lumber.

14. DAVIS-BACON AND RELATED LABOR STANDARD ACTS

a. **Davis Bacon Act:** Subrecipient or Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 31413148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over $2,000.00.

b. **AntiKickback Act of 1986:** Subrecipient or Contractor shall ensure that all contracts comply with the AntiKickback Act of 1986 (41 U.S.C. §§ 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.

c. **Contract Work Hours and Safety Standards Act of 1962:** Subrecipient or Contractor shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers

receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

d. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this agreement or contract. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract").

e. Subrecipient or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

15. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), and implementing regulation at 24 CFR, Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The responsibilities outlined in 24 CFR Part 75.19 include:

a. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

b. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

c. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

d. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (42 U.S.C. 4601 et seq.) – "URA"

The Subrecipient understands that activities and projects it undertakes with CDBG–DR funds may be subject to the URA at 49 CFR Part 24, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in Federal Register Notices 88 FR 3198 and 88 FR 32046. In such Notices, HUD waived or provided alternative requirements for the purpose of promoting the availability of decent, safe, and sanitary housing with respect to the use of CDBG–DR funds allocated under the Consolidated Notice.

Subrecipients are required to adopt the County's Residential Anti-Displacement and Relocation Assistance Plan or establish separate optional relocation policies prior to undertaking any activity assisted with CDBG-DR funding which involves relocation. The written policy must be available to the public, describe the relocation assistance that the Subrecipient has elected to provide, and provide for equal relocation assistance within each class of displaced persons according to 24 CFR 570.606(d).

In the event of displacement because of a federally funded award, Subrecipients must comply with the URA, for any household, regardless of income, which is involuntarily and permanently displaced, and to comply with Section 104(d). The County also provides notice to Subrecipients that any demolition or disposition of public housing is

subject to Section 18 of United States Housing Act of 1937, as amended, and 24 CFR Part 970.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Per 2 CFR 200.216, Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 117–328, section 208, subsection (a), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, is prohibited.

18. AGREEMENTS BETWEEN SUBRECIPIENTS AND CONTRACTORS

a. The Subrecipient shall not enter into any agreement, written or oral, with any contractor or other party without the prior determination that the contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from a Subrecipient to undertake Approved Activities.

b. An agreement between the Subrecipient and any contractor or other party shall require:

1) Compliance with all State and Federal requirements described in this Agreement including, without limitation, those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages.

2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.

3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor, in performing the Approved Activities.

4) Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit.

c. Contractors shall:

1) Perform Activities in accordance with Federal, state, and local regulations, as applicable.

19. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Subrecipient or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance, the Subrecipient or Contractor must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

20. PATENTS

a. The Subrecipient or Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

b. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Subrecipient or Contractor.

c. If the Subrecipient or Contractor uses any design device or materials covered by letters, patents or copyrights, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Subrecipient or Contractor and/or

his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device, materials, or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

21. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Subrecipient or Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

22. DRUG-FREE WORKPLACE ACT OF 1988

a. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.

b. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.

c. Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.

d. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.

e. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.

f. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

23. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

Subrecipients must certify that they will verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E- Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. If the subrecipient or its contractors, consultants, or subrecipients, does not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of the Subrecipient Agreement.

24. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS, AND ACCIDENT PREVENTION

a. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.

b. The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any

supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his Surety for damages that may be caused by such use.

c. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public.

d. Protection of Lives and Health: The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take, or cause to be taken,, such additional safety and health measures as the Developer may determine to be reasonably necessary.

25. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

a. Obtaining the County's approval of the Application for such assistance; or,

b. Any other approval or concurrence of the County required under this Agreement, Title I of the Housing and Community Development Act of 1974, or State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

26. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Subrecipient or Contractor under any Agreement are confidential, and the Subrecipient or Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

27. ACCESS TO RECORDS – MAINTENANCE OF RECORDS

Lee County, the Department of Housing and Urban Development, the Comptroller

General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subrecipient or Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the County's final closeout of the grant.

28. INSPECTION

The authorized representative and agents of Lee County and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

By:_____

Signature_____

Print Name_____

Date _____

EXHIBIT H
CDBG-DR SPECIAL TERMS AND CONDITIONS

EXHIBIT I

CDBG-DR SPECIAL TERMS AND CONDITIONS

A. **ENVIRONMENTAL REVIEW SPECIAL CONDITION**

The environmental review for this project is currently classified as "Exempt" under 24 CFR §58.34. However, upon the completion of 30% design, the Subrecipient must initiate the process for an Environmental Assessment (EA) pursuant to 24 CFR Part 58.

The Subrecipient shall adhere to the following requirements upon reaching 30% design completion:

1. **Notification to the County**: The Subrecipient must notify their Grant Manager and Lee County in writing via email or a VistaTRAK note that the project has reached 30% design completion.
2. **Submission of Designs**: The Subrecipient must upload the 30% design documents to VistaTRAK for County review.
3. **Restriction on Activities**: The Subrecipient must not execute any construction contracts, commit funds, or undertake any choice-limiting actions as defined in 24 CFR §58.22, until an Authority to Use Grant Funds (AUGF) has been issued by HUD.
4. **Coordination with Lee County**: The Subrecipient must coordinate closely with Lee County to ensure compliance with all applicable federal, state, and local environmental review requirements.

Failure to comply with these conditions may result in noncompliance findings and the withholding of reimbursement for project expenses until compliance is achieved and documented.

EXHIBIT I
FLORIDA STATUTORY REQUIREMENTS

Supplemental Florida Statute References for Contract Compliance

When these Florida Statutory Requirements are attached to any Agreement or lower-tier contract, references herein to "Contractor" shall be deemed to refer to the party providing products and/or services, and references to the "Agreement" or "Contract" shall be deemed to refer to the agreement between such contracting parties. All contractors, subcontractors, and subrecipients are required to comply with the applicable Florida Statutes cited herein, and any questions of interpretation shall be resolved in favor of strict compliance with such statutory requirements.

Order of Precedence
In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

(1) Part I: Required Federal Provisions; then
(2) Part II: Required State of Florida Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these supplementary Conditions relates to a matter embraced by other provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient (Subgrantee, if applicable), to Lee County which will decide the applicable questions.

F.S. 112.313(2) & 112.313(7); 112.317 – Business Relationship Disclosure
Public officers and employees are prohibited from conflicting business or employment relationships. Contractors must disclose any relationship with public employees or officials. Failure to disclose is subject to penalties under §112.317.

F.S. 119.071 – Public Records
All documents, bids, and proposals are subject to Florida's Public Records Law. Certain exemptions apply (e.g., sealed bids until notice of decision). Contractors must maintain and provide public records related to performance under the contract as required.

F.S. 20.055(5) – Inspector General Cooperation
Contractors shall comply with any Inspector General investigations, audits, or reviews and provide access to records as requested.

F.S. 218.70 – Local Government Prompt Payment Act
Agencies must promptly pay contractors for satisfactory performance. Contractors must also pay subcontractors and suppliers timely, consistent with statutory deadlines.

F.S. 218.80 – Public Bid Disclosure Act
All contracts must specify costs of permits or fees that contractors will pay. If none apply, the contract must state permitting fees paid by contractor = $0.

F.S. 287.057(23) – Anti-Lobbying (Cone of Silence)
From solicitation issuance until award, contractors and their representatives are prohibited from lobbying or communicating with evaluation staff, officers, or agents except the designated point of contact.

F.S. 287.05701 – Prohibition on Social, Political, or Ideological Interests
Contracts must not request or consider a contractor's social, political, or ideological beliefs in determining responsibility.

F.S. 287.133(2)(a) – Convicted Vendor List
Vendors convicted of public entity crimes are prohibited from contracting with public entities.

F.S. 287.134 – Discriminatory Vendor List
Vendors placed on the discriminatory vendor list are barred from receiving public contracts.

F.S. 337.168 – Confidentiality of Estimates
Official cost estimates, potential bidder identities, and bid analysis documents are confidential until award or cancellation of the project.

F.S. 435 – Employee Background Screenings
Contractors must comply with Level 1 and Level 2 background screening for employees or subcontractors who work with vulnerable persons or as required by the contract.

F.S. 448.095 – Employment Eligibility
Contractors must use the federal E-Verify system to confirm employment eligibility of all new employees.
F.S. 607.1501(1) – Foreign Corporations
A foreign corporation may not transact business in Florida without a certificate of authority from the Florida Department of State.
F.S. 760 – Florida Civil Rights Act
Prohibits discrimination in employment and public accommodations. Contractors must comply with nondiscrimination requirements, ensuring equal opportunity regardless of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.
F.S. 287.138 – Scrutinized Companies Affidavit (attached)
Contractors must certify they are not on the Scrutinized Companies Lists (Sudan, Iran, Cuba, Syria, or companies that boycott Israel). Execution of the affidavit is required as part of the contract.
F.S. 787.06 – Human Trafficking Affidavit (attached)
Contractors must affirm compliance with Florida's prohibition against human trafficking. Execution of the affidavit is required as part of the contract.

AFFIDAVIT PURSUANT TO FOREIGN ENTITY
SECTION 287.138, FLORIDA STATUTES

(Contracting with Foreign Entities of Concern)

STATE OF FLORIDA
COUNTY OF [_____]

BEFORE ME, the undersigned authority, personally appeared **[Name]**, who, being first duly sworn, deposes and states as follows:

1. I am the **[Title]** of **[Company Name]**, a company authorized to conduct business in the State of Florida.
2. I have personal knowledge of the facts stated in this affidavit.
3. Pursuant to Section 287.138, Florida Statutes, I hereby certify that **[Company Name]** is **not**:
    - On the list of Scrutinized Companies that have business operations with the government of China or the Chinese Communist Party (CCP);
    - Engaged in any business operations with a foreign entity of concern as defined by Florida law.
4. I further affirm that **[Company Name]** will not enter into a contract with any such foreign entity of concern or otherwise violate the provisions of Section 287.138, Florida Statutes.

[Signature of Affiant]
[Printed Name]
[Title]
[Company Name]

Sworn to (or affirmed) and subscribed before me this ___ day of _____, **20**, by **[Name of Affiant]**, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

[Seal]

My Commission Expires: _____

AFFIDAVIT PURSUANT TO ANTI-HUMAN TRAFFICKING SECTION 787.06, FLORIDA STATUTES

(Anti-Human Trafficking Certification)

STATE OF FLORIDA
COUNTY OF [_____]

BEFORE ME, the undersigned authority, personally appeared **[Name]**, who, being first duly sworn, deposes and states as follows:

1. I am the **[Title]** of **[Company Name]**, a company authorized to conduct business in the State of Florida.
2. I have personal knowledge of the facts stated in this affidavit.
3. Pursuant to Section 787.06, Florida Statutes, I hereby certify that **[Company Name]** and its subcontractors, agents, and employees are in compliance with all applicable provisions of state and federal law prohibiting human trafficking.
4. I affirm that no part of the contract will be performed using labor or services that are the product of human trafficking or forced labor practices, including coercion, abduction, abuse of power, or deception.
5. **[Company Name]** maintains internal procedures to ensure compliance with anti-human trafficking laws and has not been subject to any investigation or penalties related to such violations.

[Signature of Affiant]
[Printed Name]
[Title]
[Company Name]

Sworn to (or affirmed) and subscribed before me this ___ day of _____, **20**, by **[Name of Affiant]**, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

[Seal]

My Commission Expires: _____

EXHIBIT J

VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by the Town or Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: _____

_____

Signature

STATE OF _____

_____

Name/Title

COUNTY OF_____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical
presence or ☐ online notarization, this _____ day of _____, _____, by the above-named person
and in their stated capacity, and is either personally known to me or who has produced the following type
of identification: _____.
Type of Identification

[Stamp/seal required]

_____

Signature, Notary Public

EXHIBIT K
TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into an Agreement with the Town of Fort Myers Beach for the project known as:

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Agreement.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed by the execution of this instrument under oath.

Executed on behalf of the Party to the Agreement referred to as the CONSULTANT, doing business as: _____

Date: _____

_____
Signature

STATE OF _____

_____
Name/Title

COUNTY OF_____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person
and in their stated capacity, and is either personally known to me or who has produced the following type
of identification: _____.
Type of Identification

[Stamp/seal required]

_____
Signature, Notary Public

EXHIBIT L

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

_____

_____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.233 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who

are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Date: _____

_____

Signature

STATE OF _____

_____
Name/Title

COUNTY OF_____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person
and in their stated capacity, and is either personally known to me or who has produced the following type
of identification: _____.
Type of Identification

[Stamp/seal required]

_____
Signature, Notary Public

EXHIBIT M

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THIS AGREEMENT. .

CONSULTANT ATTESTS THAT IT IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name : _____

Date: _____

_____
Signature

STATE OF _____

_____
Name/Title

COUNTY OF_____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person
and in their stated capacity, and is either personally known to me or who has produced the following type
of identification: _____.
Type of Identification

[Stamp/seal required]

_____
Signature, Notary Public

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

EXHIBIT N

AFFIDAVIT OF CONFIDENTIALITY

FOR THE PROJECT ENTITLED:_____

I, the undersigned, _____, am an employee of _____, the Town's provider of contracted services, and serve as a member of the Service team for the Town of Fort Myers Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Date: _____

_____
Signature

STATE OF _____

_____
Name/Title

COUNTY OF_____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person
and in their stated capacity, and is either personally known to me or who has produced the following type
of identification: _____.
Type of Identification

[Stamp/seal required]

_____
Signature, Notary Public

TOWN of FORT MYERS BEACH

ADDENDUM TO REQUEST FOR QUALIFICATIONS

RFQ-26-02-AD **Addendum No.: 1**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Bay Oaks Community Pool Rehabilitation Project"

Date of Issue: November 12, 2025

Questions Received via Email

1. Based on our understanding, when a company submits a proposal as a **subsidiary**, it is permitted to reference the experience that the **parent company** has.
   We kindly request your confirmation as to whether our interpretation is correct.

   - Yes, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

2. Assuming that the proposal is submitted by a subsidiary and considering that the parent company is an international firm with subsidiaries in various countries and extensive global experience, we would like to inquire whether the subsidiary may relate the parent company's relevant experience in its response.
   We appreciate your clarification on this matter.

   - Yes, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

3. Based on our understanding, the referenced projects may have been executed in any country, as long as they are comparable in scope and size. In other words, it is not a requirement for the referenced experience to be within the United States.
   We kindly request your confirmation as to whether our interpretation is correct.

   - Yes, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with

CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

4. Based on our understanding and in accordance with standard bid processes in the United States, company experience may be demonstrated through the qualifications and certifications of the personnel representing the company.
We would appreciate your confirmation as to whether this interpretation is accurate.

    - Yes, please include the qualifications and certifications of personnel proposed to perform this project and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

5. We understand that it is possible to submit the proposal in partnership with subconsultants who would complement the team for the execution of the project.
We kindly request your confirmation as to whether this interpretation is accurate.

    - Yes, include qualifications and certifications of any subconsultants, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

6. We understand that, in the event the firm acting as the prime does not meet all of the required qualifications, the subconsultants included in the proposal may contribute and satisfy those criteria. For example, if the prime firm does not meet the "**Experience with CDBG-DR and Federal Procurement Procedures**," the subconsultant may provide this experience in order to fulfill the requirement.
We kindly request your confirmation as to whether this interpretation is accurate.

    - Yes, include qualifications and certifications of any subconsultants, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

7. Would it be possible to obtain information regarding the cost of the project?

    - The Town's grant funding agreements for all CDBG-DR projects can be found on the Town's website at https://www.fortmyersbeachfl.gov/1274/CDBG-DR

8. We understand that a firm with a Maximum Capacity Rating of USD $500,000, according to the FDOT Prequalification Limits, may participate as a prime consultant in this project without restrictions, and that such limitations would not apply to this specific procurement process. Could you kindly confirm if this interpretation is correct?

- This is not a specific FDOT project, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan

9. We understand that a firm participating as a subconsultant could potentially be part of multiple proposals, as long as these are led by different prime consultants.
   We kindly request your confirmation as to whether this interpretation is accurate.

   - Yes, if the consideration of each proposal complies with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

Company Name and Signature

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Amy Baker
Town Clerk
Town Of Ft Myers Beach_Legals
2523 Estero BLVD
Fort Myers Beach FL 33931-3354

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

FNP Fort Myers News-Press 10/17/2025
FNP news-press.com 10/17/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/17/2025

Legal Clerk

Notary, State of WI, County of Brown

8-21-26
My commission expires

Publication Cost:	$509.00	
Tax Amount:	$0.00	
Payment Cost:	$509.00	
Order No:	11755434	# of Copies:
Customer No:	1124390	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

Town of Fort Myers Beach
NOV 3 2025
Received by:

LEGAL NOTICE TO RESPONDERS
RFQ-26-02-AD
Fort Myers Beach Engineering & Architectural Services Bay Oaks Community Pool Rehabilitation Project

NOTICE IS HEREBY given that sealed electronic responses will be received by the TOWN OF FORT MYERS BEACH electronically through www.demandstar.com until 2:00 PM LOCAL TIME on Tuesday, November 18, 2025. Responses will be opened at 2:30 PM, November 18, 2025 at the Town of Fort Myers Beach Town Hall located at 6231 Estero Boulevard, Fort Myers Beach, Florida 33931. Any responses received by the Town after the above date and time shall remain unopened.

PROJECT: Fort Myers Beach Engineering & Architectural Services Bay Oaks Community Pool Rehabilitation

Payment for these services will be funded in part or in whole by a U. S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Responders are required to comply with all Federal Grant Requirements, 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications.

INTRODUCTION: The Town of Fort Myers Beach (the "Town") seeks qualifications from professional engineering and design firms to provide comprehensive design, permitting, and construction-phase engineering and inspection (CEI) services for the Parks and Recreation Revitalization Project. This project, funded in part through Community Development Block Grant Disaster Recovery (CDBG-DR) funds, aims to restore, improve, and modernize public recreation facilities that were severely impacted by Hurricane Ian. The selected firm will provide professional services as described for The Bay Oaks Community Pool Rehabilitation Project. The successful firm must have experience in post-disaster infrastructure restoration, flood mitigation planning, resilient and sustainable design, and compliance with federal procurement and CDBG-DR regulations.
Through this solicitation, the Town seeks an engineering and design firm to provide comprehensive professional services that align with FEMA flood mitigation guidelines, CDBG-DR program requirements, and sustainable development best practices. The project will not only restore these vital community assets but also integrate resilient infrastructure solutions to protect against future climate-related threats.

The official response documents and project specifications shall be obtained from www.demandstar.com. If you do not have Internet access, you may obtain the documents by contacting bids@fmbgov.com

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town of Fort Myers Beach, to waive any informalities in any responses; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in responses received, and/or to reject any or all responses.

Ordering Instructions: The official Documents (project specifications and drawings) shall be obtained from Demandstar.com at www.demandstar.com

RESPONDENTS must furnish the TOWN with a mailing address, e-mail address, phone number for contact purposes. It shall be the RESPONDER'S sole responsibility to keep all such information current with the TOWN until the execution of a contract by the TOWN for this project. If the official documents are not obtained directly from Demandstar.com, or are modified in any manner, the response will not be accepted for consideration by the TOWN.

Complete sets of Documents must be used in preparing the Response. The TOWN will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Qualification Documents.

QUESTIONS about the meaning or intent of the RFQ documents must be directed in writing via e-mail to bids@fmbgov.com. **No verbal inquiries will be accepted.** Questions received less than seven (7) days prior to the submittal date may not be answered. All properly received questions will be answered by written addenda and will be binding. Oral and other interpretations or clarifications that are not contained in an official addendum will be without legal effect. All addenda shall be signed by the Respondent as acknowledged and incorporated with the submittal.
10/17/2025 11755434

Tabulation Sheet

Agency Name Town of Fort Myers Beach

Bid Number RFQ-RFQ-26-02-AD-0-2025/JF

Bid Name Fort Myers Beach Engineering & Architectural Services Bay Oaks Community Pool Rehabilitation Project

Bid Due Date 11/18/2025 14:00:00 Eastern

Bid Opening **Closed**

1 responses found.

✓ online, offline, ● not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	Opulent Outlines LLC	11/07/2025 18:29:50 Eastern	12557 New Brittany Blvd., Suite 3, Fort Myers, FL, 33907	$0.0000	0.0000	African American Owned, Small Business, Woman Owned	Bidding document RFP Form A - Qualifications Statement RFP Form B - Reference Form RFP Form D - Proposer's Certification	✓ ✓ ✓ ✓

Town of Fort Myers Beach Selection Advisory Committee Evaluation Criteria (Per RFQ-26-02-AD)						
Firm	**Relevant Project Experience Rebuild Pool**	**Experience with CDBG-DR and Federal Procurement Procedures**	**Project Understanding & Technical Approach**	**References and Past Experience**	**M/WBE or Veteran-Owned Business Status**	
Max points	25	25	25	15	10	**TOTAL**
Opulent Outlines LLC						**240**
						0
						0
						0

Traci

Opulent Outlines LLC	18	10	20	12	0	60
						0
						0
						0

Jeff

Opulent Outlines LLC	23	23	23	15	6	90
						0
						0
						0

Frankie

Opulent Outlines LLC	25	15	25	15	10	90
						0
						0
						0

MINUTES
FORT MYERS BEACH
Selection Advisory Committee
Town Hall Council Chambers
6231 Estero Blvd.
Fort Myers Beach, FL 33931
December 9, 2025

I. CALL TO ORDER

The meeting was called to order at 11:31 a.m. by Deputy Clerk Jason Freeman. Other members present:

Community Services Director Jeff Hauge
Deputy Town Manager Traci Kohler
Community Development Director Frankie Kropacek

II. RFQ-26-02-AD Fort Myers Beach Engineering & Architectural Services Bay Oaks Community Pool Rehabilitation Project

Deputy Clerk Freeman noted that the qualifications were advertised on Demand Star on October 17, 2025, and were due on November 18, 2025. The town received one set of qualifications from Opulent Outlines LLC. Members of the committee ranked the evaluations. Deputy Clerk Freeman reviewed the list of qualifications for the RFQ.
The rankings are as follows: Manager Kohler ranked them at 60, Director Hauge ranked them at 90 and Director Kropacek ranked them at 90, for a total combined score of 240 out of 300.
Director Hauge would like to conduct a public discussion before the holiday break, if possible. Director Kropacek concurred and Manager Kohler would like to proceed and learn more.
Deputy Clerk Freeman stated the town will hold a public meeting to discuss and interview Opulent Outlines LLC to ensure they meet all the requirements. Consensus was reached to require a presentation with a little more explanation of what they were proposing. The interview will be scheduled for 30 minutes as soon as possible. Committee members will prepare three to five questions.

MOTION: Director Kropacek moved to accept the recommendations by Deputy Clerk Freeman, seconded by Director Hauge.
VOTE: The motion carried unanimously.

The meeting notice will be posted on Demand Star.

III. Adjournment

Deputy Clerk Freeman adjourned the meeting at 11:37 a.m.

Adopted _____with/without changes. Motion by_____
(DATE)

Vote _____ Signature_____

DRAFT

Opulent Outlines LLC

Fort Myers Beach – Bay Oaks Community Pool Rehabilitation Project
RFQ-26-02-AD | Engineering & Architectural Services
November 07, 2025

Town of Fort Myers Beach
Attn: Jason Freeman/Selection Committee – Procurement Department
2523 Estero Boulevard
Fort Myers Beach, FL 33931

Subject: Letter of Transmittal – Statement of Qualifications for:**Fort Myers Beach Engineering & Architectural Services, Bay Oaks Community Pool Rehabilitation Project - RFQ-26-02-AD**

Dear Selection Committee,

Opulent Outlines LLC is pleased to submit this **Statement of Qualifications** in response to the Town of Fort Myers Beach's request for professional **Engineering and Architectural Services** for the **Bay Oaks Community Pool Rehabilitation Project (RFQ-26-02-AD).**

Opulent Outlines LLC is honored to align our expertise with the **Town of Fort Myers Beach** in transforming the Bay Oaks Community Pool into a resilient, inclusive, and inspiring destination designed to serve generations to come.

We fully understand and embrace the Town's vision — to **restore, strengthen, and elevate** this community landmark with designs that not only withstand future storms but also foster connection, recreation, and legacy.

Our Commitment

Our team pledges to carry out the full scope of services, — from site assessment and design through final construction oversight and project closeout — with precision, transparency, and collaboration at every step.

We will deliver an engineer-endorsed drawing package led by Wayne Markham Bennett, P.E. (Florida #70862) and ensure seamless coordination with the Town's staff, partners, and regulatory agencies to keep the project compliant, efficient, and on schedule.

Our Standards

Every phase will strictly follow all applicable requirements, including:

- FEMA flood-resilient design standards (BFE + 2′ minimum)

- HUD's Community Development Block Grant – Disaster Recovery **(2 CFR 200 / 24 CFR 570)**
- Davis-Bacon wage compliance
- ADA accessibility integration
- Florida Building Code & local permitting protocols
- HUD Green Building & NEPA environmental standards

Our Promise

This project is more than rehabilitation — it's **revitalization with purpose**.
Opulent Outlines LLC is fully committed to delivering results that reflect the Town's resilience, enrich community engagement, and stand as a testament to forward-thinking coastal design.

Opulent Outlines LLC brings a proven record of performance in **coastal and disaster-recovery design.** Our team successfully completed the **Tropical Beach Resort rehabilitation project** despite active hurricane conditions—an experience that reinforced our expertise in resilient design, FEMA-compliant elevation, and HUD CDBG-DR documentation standards.

Opulent Outlines LLC affirms that we will comply with all applicable requirements under 2 CFR Part 200 (Uniform Guidance), 24 CFR Part 570 (CDBG program rules), and the Town of Fort Myers Beach's Ordinance 24-11 (procurement/purchasing policy)."

As authorized signatory, I confirm that I am empowered to negotiate and execute a contract on behalf of Opulent Outlines LLC. Individuals authorized to represent the firm are identified in **RFQ Form A** of this submission.

We have completed all the required items as a part of the bid response, and we sincerely appreciate the opportunity to participate in this important community project. Should you have any questions or require additional information, please contact me directly at **239-440-7810** or **info@opoutlines.com.**

We sincerely appreciate the opportunity to participate in this transformative community project and welcome the chance to collaborate with the Town in restoring this iconic destination.

With gratitude,

Paris Tobias
CEO | President | Principal |
Opulent Outlines LLC
12557 New Brittany Blvd., Suite 3
Fort Myers, FL 33907
info@opoutlines.com | (239) 440-7810 Direct | (239) 999-0003 Office

---------TITLE PAGE----------

REQUEST FOR QUALIFICATIONS (RFQ)

Fort Myers Beach Engineering & Architectural Services, Bay Oaks Community Pool Rehabilitation Project - RFQ-26-02-AD

Submitted to:

Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL 33931

Proposer's Agency/Firm by:

Opulent Outlines LLC

12557 New Brittany Blvd Ste 3

Fort Myers, FL 33907

Phone: 923-999-0003

Website: www.opoutlines.com

Email: info@opoutlines.com

Primary Contact:

Paris Tobias, CEO, Principal, President,

Phone: 239-440-7810

Email: info@opoutlines.com

Date of Submission:

11/07/2025

This Statement of Qualifications is submitted in response to the Town of Fort Myers Beach's Request for Qualifications for the renovation and enhancement to the Bay Oaks Community pool area.

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PRIMARY INDIVIDUAL DESCRIPTION …… Pg 5

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EXPERIENCE ……..…… Pg 13

APPROACH TO PROVIDING SERVICES …… Pg 14

ADDITIONAL INFORMATION (Disclosures) …… Pg 16

RFQ FORM D – RESPONDER'S CERTIFICATION ……. Pg 17

APPENDICES (Exhibits, Resumes, Certificates, etc) ……. Pg 19

2025 Florida Limited Liability Company Annual Report
General Liability Insurance
Workman's Comp Exemption
Resume for Jason Tobias
Resume for Talice Dickerson
MSI Resume
Photographic Example
Affidavits/Certifications

ORGANIZATION PROFILE AND QUALIFICATIONS

Opulent Outlines LLC is a Florida-registered design and consulting firm based in Fort Myers, specializing in pool, landscape, and outdoor environment design. Our work merges technical insight with creative clarity to produce spaces that are both structurally sound and visually compelling.

We oversee each project from concept through completion with a disciplined, detail-driven process that emphasizes **accuracy, safety, coordination, and lasting performance**. Our portfolio includes residential and commercial projects throughout Florida and neighboring regions, consistently recognized for quality, precision, and dependable execution.

Opulent Outlines LLC maintains active registration in the State of Florida and is **currently pursuing certification under the State of Florida's Minority- and Woman-Owned Business Enterprise (M/WBE) program. We remain focused on one standard — to deliver work that endures, elevates, and exceeds expectations.**

(See Exhibits)

PRIMARY INDIVIDUAL DESCRIPTION

Paris Tobias

CEO, President / Project Director: Licensed Realtor / Business owner of 5 years.
Oversees project execution, client and business relations. (90% involvement)

Jason Tobias

Lead Designer & Consulting: 22 years of landscape and pool design experience.
Expert in 3D Modeling, and resilient design for coastal environments. (55%)

Talice Dickerson

Administrative Project Coordinator & Project Manager with 19 years of experience, with dedication to all aspects of project management, administration, permitting coordination, and compliance documentation, contributing approximately 85% of total supervision time. Responsibilities include client relations, project coordination, scheduling, reports, and technical oversight to ensure successful project execution.

PROFESSIONAL QUALIFICATIONS

Talice Dickerson - is primary contact

Project Coordinator – Administrative
3959 Vana Dr. Sarasota, FL 34241
talice@opoutlines.com
941-525-3378 (Direct)

Jason Tobias is the lead designer for secondary contact.
info@opoutlines.com
239-699-2300 Direct

See attached Resumes for:

Jason Tobias
Talice Dickerson
Wayne Markham

Experience Overview

The Lead Designer, Jason Tobias, has over two decades of experience in high-end outdoor and architectural design. Jason has established himself as a visionary in the world of luxury residential and commercial environments. From 2015 to 2019, he served as Lead Designer and Sales Manager at Infinite Pool Finishes, where he specialized in premium pool and outdoor living concepts. Since 2019, he has held the position of Lead Designer at Opulent Outlines focusing on custom luxury home designs and distinctive commercial projects.

Jason Tobias, served as Lead Designer and Sales Manager at Infinite Pool Finishes from 2025 to 2019, where he specialized in premium pool and outdoor living concepts. Since 2019, he has held the position of Lead Designer at Opulent Outlines focusing on custom luxury home designs and distinctive commercial projects. What makes Jason truly sought-after in his field, however, is his natural ability to listen deeply to our clients and bring their dreams to life in a way that exceeds expectations. Even our clients who prefer to give him creative freedom, with little to no guidance are always in awe of his masterpieces. He fosters collaborative relationships by providing clarity throughout the entire process, making every step feel seamless and transparent. Our clients inherently trust us because of his reputation for delivering remarkable designs on time, or early, within budget, and with an uncompromising level of detail. His organizational skills and project management tools from his decades of experience only enhance his ability to stay on top of even the most complex projects, keeping everything streamlined and on track. He never stops pushing himself to innovate and stay current.

The Project Coordinator, Talice Dickerson, for the last 5 years has worked exclusively with Opulent Outlines in the pool industry and has provided a broad spectrum of services to assist the Lead Designer, Jason Tobias in his designs and in seeing them constructed. Services range from administrative work, customer, vendor, and subcontractor relations, Graphic and design work, photography, research and more. Her diverse contributions help ensure that each project runs smoothly from concept through execution.

The Engineer, Wayne Markham Bennett PE, is a licensed Professional Engineer. Per the requirements of a PE, he has completed a 4 year college degree, worked under a Professional Engineer for at least 4 years, passed two intensive competency exams and earned a license from the state's licensure board in Florida, California, Delaware, Georgia, Illinois, Missouri, Nevada, New Jersey, New York, South Carolina, Texas, Virginia, West Virginia. Since 2003, he has continuously demonstrated competency and maintained and improved his skills by fulfilling continuing education requirements based on the requirement of the State he has earned a PE license in. He is in good standing with all the above-mentioned States. Since 2003, Mr. Bennett has specialized in swimming pools and outdoor living spaces such as kitchens and pergola structures. From the vision of the Designer, the firm prepares pool construction and permitting drawings that adhere to local and state building codes, The firm's drawings include structural, electrical and mechanical elements needed to build the project and bring the project to fruition.

(See Exhibits: Bio Summary & See attached MSI Resume)

RFQ FORM A

Responder: Opulent Outlines LLC

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town upon request via bids@fmbgov.com.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

h. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

i. The correct and full legal name of the Responder is:

The correct and full name of the Responder is: Opulent Outlines LLC

ii The business is a (Sole Proprietorship) (Partnership) (Corporation).

The business is a Limited Liability Company.

iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Paris Tobias, President
Opulent Outlines LLC
12557 New Brittany Blvd, Ste 3
Fort Myers, Fl 33907
info@opoutlines.com
239-440-7810 Direct
239-999-0003 Office

Registered Agent:
SUPERIOR SMALL BUSINESS CONSULTANTS LLC
Steven Richardson
1310 W COLONIAL DR. #11
Orlando, Fl 32804

i. Please describe your company in detail.

Opulent Outlines LLC is a Fort Myers–based design firm specializing in the creation of exceptional outdoor environments that merge luxury, functionality, and resilience. With over two decades of combined expertise in high-end pool and landscape design, our team brings a uniquely hands-on approach to every project—transforming spaces into refined destinations where design meets durability.

Our cohesive team includes a network of seasoned professionals whose specialized knowledge ensures each concept is as constructible as it is visually compelling. At Opulent Outlines, we integrate technical precision with genuine care—transforming outdoor spaces into enduring, functional, and inspiring environments.

We are eager to obtain, and in process of acquiring a Minority- and Woman-Owned Business certification. Backed by our licensed Professional Engineer and multidisciplinary design team, we are fully prepared to deliver a solution that exceeds expectations—balancing aesthetic innovation, environmental awareness, and federal compliance within every detail.

j. The address of the principal place of business is: ***See Below Response***
k. Company telephone number and e-mail addresses: ***See Below Response***
l. Number of employees: *See Below Response*
m. Name of employees to be assigned to this Project: ***See Below Response***
n. Company identification numbers for the Internal Revenue Service: ***See Below Response***
o. Provide Lee County business tax receipt number, if applicable, and expiration date: **N/A**
p. How many years has your organization been in business? Does your organization have a specialty? ***See Below Response***

Opulent Outlines LLC
12557 New Brittany Blvd., Suite 3
Fort Myers, FL 33907
239-999-0003 Office
info@opoutlines.com
EIN# 85-170-8607
Est. 7/01/2020
Employees: 2
SBA Cage Code: 9QWN8
Industry Code: NAICS 541320
Specialty: Professional Services, Landscape Design, Pool Design, Consulting Services

q. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed.

Similar Projects to Bay Oaks Community Pool Rehabilitation

TROPICAL BEACH RESORT PROJECT (Commercial) 2025 / $1.4 Million

- **A Comprehensive pool and outdoor redesign for a coastal hospitality property located on Siesta Key Island, FL. This 6,000 SF area with 1800 SF pool & surrounding deck project endured damages from Hurricane Helene and Hurricane Milton mid-construction yet was completed, meeting ADA, and FEMA BFE standards.**
- **Contract with Tropical Beach Resort – Bill Jones 407-342-7554**

MAUGHAN PRIVATE RESORT (Residential) 2025 /$100,000.00

- **A remote resort style design project located on the Little Whale Cay, Berry Islands The Bahamas. This design required specialized logistics and environmental adaptation to extreme coastal conditions. The completed design incorporated a resort style design containing pools, spa, water features, building styles The owner of the island is proceeding with permitting to build at a future date.**
- **Contract with Nick Maughan / Contact Samantha +44 7624 467935**

CYPRESS COVE PROJECT (Commercial) 2023 / $100,000.00

- **A resort located in Kissimmee, FL requested a design for two resort-style pool One containing a middle large island and the other pool designed as a lazy river. Both pools were designed as energy efficient and in compliance with ADA standards. Surrounding decks, shade structures and landscaping was a part of the Scope of Work. Design was completed.**
- **Contracted with Cypress Cove Resort % Peter Sewall 407-902-3301**

r. Have you ever failed to complete any work awarded to you? If so, where, and why?

Please note that Opulent Outlines has never failed to complete work that we have been contracted for.

s. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are in progress as of the date of submission of this Response for your company, division, or unit as appropriate.

Name of Project	Contract With	Contract Amount	Est. Completion Date	% of Completion to Date
Snyder - 944 sf pool are with rock grotto, slide and large tiki hut structure with outdoor kitchen/multiple seating areas	**Teri Snyder 509-670-7197**	**$40,000.00 Design & Consulting**	**Design completed/approved 10/03/2025.**	**95% -Proceeding with engineering**
Cuomo (Sunstream Project) - 5091sf pool area designed to include pool with lazy river and a 50 SF spa under a large rock grotto	**James Cuomo 516-380-06631**	**$100,000.00 Design & Consulting**	**Design completed/approved 08/19/2025.**	**95% -Proceeding with engineering**
Lowbridge - Rental home designed for a 736 SF and 2nd story elevated spa with infinity edge in Englewood, FL	**Moretti ministries Inc c/o Paradise Exclusive real Estate Shawna Lowbridge 941-456-4555**	**$40,000.00**	**Design completed/approved 09/28/2025**	**95% -Proceeding with engineering**
Leggett - Resort Style Pool and surrounding decks at a residential location in Henrico, VA	**Ryan Leggett 757-509-9300**	**$85,000.00**	**Undetermined**	**98%**
Parks Project) - 6000 Total SF area designed for 3000 SF pool and water wall structure located in Leesburg, FL	**Nadeau Stout Custom Homes – Rusty Stout 352-387-1597**	**$95,000.00 Design & Consulting**	**In progress**	**90 % (Final Design Approval Pending)**
Avalon - To be designed a residence with up to a 3000 Sf pool with rock work and connected custom designed jungle gym and slide in Winter Gardens, FL	**Triology Homes LLC – Adam Edgington 352-552-4682**	**$75,000.00**	**Undetermined**	**10%**

t. Provide the following information for any subconsultants you will engage if awarded the contract.

The subconsultants below will be engaged if Opulent Outlines is awarded this contract:

Markham Services, Inc	**Jensen Beach, FL**	**Engineer Firm (Lic No. 57216 in the State of Florida)**

Opulent Outlines understands the foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFQ FORM B

Responder: Opulent Outlines LLC

REFERENCE FORM

Note: Forms A, B & C are available in WORD format from the Contracts and Procurement Specialist upon request.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact: Bill Jones of Tropical Beach Resort

   Title of Contract: Owner
   Email: bjones@tropicalbeachresorts.com
   Telephone Number: 407-342-7554
   Fax No: N/A

   Project: Topical

2. Name of Contact: Nick Maughan

   Title of Contract: Owner
   Email: nick.maughan@gmail.com
   Assistant: samantha@maughancapital.com
   Telephone Number: Sam +44 7624 467935
   Fax No: N/A

   Project: Maughan

3. Name of Contact: Rusty Stout of Nadeau Stout Custom Homes Rusty

   Title of Contract: Owner
   Email: rusty@nshomes.us
   Telephone Number: 352-378-1597
   Fax No: N/A

   Project: Parks/Chateau

4. Name of Contact: Larry Williams

   Title of Contract: Owner
   Email: kwjm1421@gmail.com
   Telephone Number: 732-620-5562
   Fax No: N/A

   Project: Williams

EXPERIENCE

In consideration of the Bay Oaks Community Pool Rehabilitation Project (RFQ-26-02-AD), Opulent Outlines LLC is honored to present this Statement of Qualifications in response to the Town of Fort Myers Beach's initiative to restore and modernize its recreational assets following storm damage. Our firm understands that this project is not simply about rebuilding a pool—it is about reinvigorating a community cornerstone through forward-thinking design, compliance with FEMA and HUD CDBG-DR requirements, and a commitment to long-term resilience.

DESIGN INTEGRATION

At Opulent Outlines LLC, innovation is built into the blueprint. Each project we undertake begins with a commitment to safeguarding people, property, and the natural environment through evidence-based, adaptive design. Concerning the Bay Oaks Community Pool Rehabilitation, our approach will integrate flood-resilient infrastructure, sustainable materials, and inclusive access to ensure this vital community amenity endures for generations.

Key Resilience Strategies:
• FEMA +2' Flood Elevation Compliance: All pool basins and decks will be designed to exceed minimum Base Flood Elevation standards, mitigating future storm-surge impacts.
• Sustainable Construction Materials: Specification of low-VOC coatings, recycled composites, and corrosion-resistant hardware to enhance durability in coastal conditions.
• Stormwater & Drainage Innovation: Integration of pervious surfaces and capture systems that reduce runoff and promote groundwater recharge.
• Energy-Efficient & Low-Impact Systems: Incorporation of LED lighting, variable-speed pumps, and potential solar integration to lower lifecycle costs.
• Universal Design & ADA Accessibility:The facility is designed to embody true inclusivity—ensuring that residents and visitors of all ages, abilities, and backgrounds can navigate and enjoy every space with ease. ADA-compliant amenities, restrooms, and support facilities, are seamlessly integrated to promote safety, dignity, and equitable access for all.
• Community Wellness & Aesthetic Harmony: Creating an environment that restores both the landscape and the spirit of Fort Myers Beach, reflecting the Town's identity of resilience, recovery, and renewal.

DESIGN TEAM

Our design department is spearheaded by our lead designer, Jason Tobias. Jason served as Lead Designer and Sales Manager at Infinite Pool Finishes from 2025 to 2019, where he specialized in premium pool and outdoor living concepts.

Since 2020, he has held the position of Lead Designer at Opulent Outlines focusing on custom luxury home designs and distinctive commercial projects. What makes Jason truly sought-after in his field, however, is his natural ability to listen deeply to our clients and bring their dreams to life in a way that exceeds expectations. Our clients who prefer to give him creative freedom, with little to no guidance are always in awe of his masterpieces. His reputation for delivering remarkable designs on time, or early, within budget, and with an uncompromising level of detail have been a cornerstone of our company. His organizational skills and project management tools from his decades of experience only enhance his ability to stay on top of even the most complex projects, keeping everything streamlined and on track. He never stops pushing himself to innovate and stay current.

The Engineer, Wayne Markham Bennett PE, is licensed in California, Delaware, Florida, Georgia, Illinois, Missouri, Nevada, New Jersey, New York, South Carolina, Texas, Virginia, West Virginia. Since 2003, Mr. Bennett has specialized in swimming pools and outdoor living spaces such as kitchens and pergola structures. From the vision of the Designer, the firm prepares pool construction and permitting drawings that adhere to local and state building codes, The firm's drawings include structural, electrical and mechanical elements needed to build the project and bring the project to fruition.

Our methodology combines artistry and accountability—producing functional beauty that meets FEMA, HUD, and Town standards while reaffirming Opulent Outlines' commitment to excellence, sustainability, and community legacy.

APPROACH FOR PROVIDING SERVICES

The following Scope of Work details the professional services that Opulent Outlines LLC will deliver in accordance with, and in direct response to, the scope outlined in this RFQ.

SCOPE OF WORK ITEM

- Pre-Design: Site data and stakeholder coordination;
  Design Development: Conceptual renderings, reviews, and revisions Integrate FEMA flood elevation standards (BFE +2' minimum) and stormwater management and incorporate ADA-compliant features and sustainable materials;
- Engineering: Prepare engineering plans, specifications;
- Estimating: Consult & provide estimate of cost;
- Permitting: FEMA and ADA conformance;
  Pre-Construction Services: Consult & assist the Town with procurement of Contractor assuring selection meets CDBG-DR, Davis-Bacon Act, and Section 3 compliance;
- Construction Support: site oversight and quality assurance;
  Post Construction & Closeout: As-builts, maintenance manuals, and certifications.

Exclusions

These or other items not specifically included in the scope of work are excluded from our base scope but may be added as an additional service.

• Design of any buildings, decks, or structures not specifically included in the outlined scope of work. Exclusions include but are not limited to equipment vaults, site retaining walls, bridges, structural box outs, pool deck, planters, etc.

• Design of piles or deep foundations for aquatic elements due to poor soil conditions.

• Soils and foundations reports, site surveys, well production, and other on-site testing and soil reports shall be provided to us for use in our work and we reserve the right to rely on the accuracy of this information. The client shall not hold us liable for any problems arising from inaccuracies in the information provided to us.

• Water rights permits, well permits, spring permits, discharge permits, etc.

• Design of wells, springs, water collection and distribution systems, source intakes (including seawater intakes), outfalls and drainage, etc.

Design Software

Structure Studios Pool Studio

Details:

• Specifically used to design pools and amenities
• Provides construction calculation numbers for engineering
• 3D rendering software

Work Product

Opulent Outline utilizes Pool Studio to create a finished product that is utilized by our Engineer.

• Non-Engineered 2D Drawing
• DWG file conversion
• 3D Design Renderings
• 3D video(s)

Engineering Software

AutoCAD

Work Product

• Complete engineered (signed & sealed) drawing package with written specifications

ADDITIONAL INFORMATION

Compliance Acknowledgement

Opulent Outlines LLC affirms with full compliance CDBG-DR requirements and federal frameworks under 2 CFR Part 200 and 24 CFR Part 570, including procurement, recordkeeping, nondiscrimination, and ADA accessibility requirements, record retention, F.S. 119.0701, FEMA, NAPA, Davis-Bacon compliance, HUD procurement standards as well as compliance with state and federal required contractual terms and conditions listed in RFQ-26-02-AD. (See Exhibits).

Business Auto Liability

Pursuant to the request for Automobile Liability contained on RFQ (page 19), Opulent Outlines LLC acknowledges the Town's insurance requirements, including the addition of Automobile Liability coverage, and affirms its ability to comply as requested.

Error and Omission

Pursuant to the request for E&O coverage including Professional Liability Insurance, Opulent Outlines LLC acknowledges the Town's insurance requirements, including the addition of Errors and Omissions coverage, and affirms its ability to comply as requested.

Photographic Examples of Comparable Projects

In support of our qualifications, we have included photos of a recently completed project—Tropical Beach Resort—which we believe are pertinent to your consideration. This high-traffic facility presented similar design challenges and operational needs to those anticipated for the Bay Oaks Community Pool Rehabilitation Project. The design, led by Jason Tobias, demonstrates our ability to deliver tenacious, functional, and aesthetically integrated aquatic environments. We respectfully request that the provided design concept image and final project photos from Tropical Beach Resort be reviewed and given full consideration as part of our submission. **(See Exhibits)**

Thank you to the Town of Fort Myers Beach

Opulent Outlines LLC extends our sincere appreciation to the Town of Fort Myers Beach for the opportunity to present this proposal for the Bay Oaks Community Pool Rehabilitation Project. We appreciate your careful review, and look forward to the opportunity to contribute our proven expertise in design and engineering toward achieving the Town's goals for uplifting our community, and reviving a timeless landmark and legacy.

RFQ FORM D (See following Page)

See attached Exhibits:

2025 Florida Limited Liability Company Annual Report
General Liability Insurance
Workman's Comp Exemption
Resume for Jason Tobias
Resume for Talice Dickerson
MSI Resume
Photographic Example
Affidavits/Certifications

RFQ FORM D

Responders: Opulent Outlines LLC

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

RESPONDER'S CERTIFICATION

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.
I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.
I certify that all information contained in this response, which includes the TOWN required RFQ forms, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.
The firm and/or Responder hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.
I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other Responder is interested in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
If this response is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Opulent Outlines LLC
Name of Business

By: Signature Paris Tobias

Print Name and Title Paris Tobias CEO, President, Principal

Mailing Address 12557 New Brittany Blvd.
Fort Myers, FL 33907

[1]STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 7 day of NOVEMBER, 2025, by means of (✓) physical presence or ( ) online notarization, personally appeared PARIS TOBIAS as OPULENT OUTLINES of (Company Name), ( ) who is personally known to me or (✓) who has produced FLORIDA D.L as identification.

Lynn M Buckner
NOTARY PUBLIC – State of Florida

My commission expires: 11/15/28

LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

[1] Rev 1-28-25

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 18, 2025
Secretary of State
8613572703CC

DOCUMENT# L20000185633

Entity Name: OPULENT OUTLINES, LLC

Current Principal Place of Business:

12557 NEW BRITTANY BLVD
STE 3
FORT MYERS, FL 33907

Current Mailing Address:

12557 NEW BRITTANY BLVD
STE 3
FORT MYERS, FL 33907 US

FEI Number: 85-1708607

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SUPERIOR SMALL BUSINESS CONSULTANTS LLC
1310 W COLONIAL DR.
#11
ORLANDO, FL 32804 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: STEVEN RICHARDSON 02/18/2025

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR
Name	TOBIAS, PARIS
Address	12557 NEW BRITTANY BLVD STE 3
City-State-Zip:	FORT MYERS FL 33907

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PARIS TOBIAS AMBR 02/18/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2025

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

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

PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Opulent Outlines
12557 New Brittany Blvd,Ste 3
Fort Myers, FL 33907

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		P100.407.938.6	07/16/2025	07/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Town of Fort Myers Beach
2523 Estero Blvd
Fort Myers Beach, Florida 33931

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Mary J Boyd

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NOTICE OF ELECTION TO BE EXEMPT

If this application contains incomplete or inaccurate information, it may cause a delay in the issuance of your exemption. An officer electing an exemption under Chapter 440, Florida Statutes, is not entitled to benefits under this chapter.

Section 1:

APPLICANT INFORMATION

First & Last Name: PARIS TOBIAS

VALID State Driver's License Number: **State:** FL **Florida ID Number:**

T120675956080

Driver's License Expiration Date: 3/28/2028

Date of Birth: 3/28/1995

Email Address: OPULENTOUTLINES@GMAIL.COM

Section 2:

NON-CONSTRUCTION INDUSTRY APPLICANT (NO FEE REQUIRED)

Member of a Limited Liability Company

Section 3:

This section should be completed with information specific to your corporation or to the limited liability company in which you are a member. The name of the corporation or limited liability company listed on this application MUST match the name of the corporation or limited liability company as registered with the Florida Division of Corporations.

Name of Corporation or LLC: OPULENT OUTLINES LLC FEIN: 851708607

Business Name (DBA): Phone: 2399990003

Applicant's Address of Record: 12557 NEW BRITTANY BLVD STE 3

City: FORT MYERS State: FL Zip 33907 County: LEE

Section 4:

The corporation of which you are an officer or limited liability company of which you are a member must be registered and in ACTIVE status with the Florida Division of Corporations. Applicants applying as an officer of a corporation must be listed as an officer of the Corporation with the Florida Division of Corporations. List the document number on file with the Florida Division of Corporations.

L20000185633

Section 5:

THIS SECTION IS NOT APPLICABLE TO MY BUSINESS.

DBPR License Number:

Additional DBPR License Number:

This is not an exemption
For your records only
This is not an exemption

Section 6:

If you have submitted an electronic payment for this application, the transaction confirmation number is listed in the following space:

Confirmation Number: Application Number: E02138952

Section 7: N/A

Are you affiliated with any corporation or limited liability company other than the corporation or limited liability company to which this application applies?

Section 8: CONSTRUCTION INDUSTRY AND NON-CONSTRUCTION INDUSTRY LLC MEMBERS ONLY

To be eligible for a construction industry exemption or a non-construction limited liability company exemption, an applicant must have the required ownership of the corporation or limited liability company.

I am a member who owns at least ten percent(10%) of the limited liability company listed on this application.

Section 9:

I certify that any employees of the corporation or members of the limited liability company listed in Section 3 are covered by workers' compensation insurance. Please identify the workers' compensation insurance carrier that covers any non-exempt employees.

Carrier Name: My business does not have any non-exempt employees; or, my business is not required to obtain workers' compensation.

Section 10: **FRAUD NOTICE**

A. Any person who, knowingly and with intent to injure, defraud, or deceive the department or any employer or employee, insurance company or any other person, files a Notice of Election to be Exempt containing any false or misleading information is guilty of a felony of the third degree.

B. Attestation of applicant – By providing my name below, I attest that I have read, understand and acknowledge the foregoing notice.

C. I acknowledge that this Notice of Election to be Exempt does not exceed limits for corporate officers, including any affiliated corporations as provided in Section 440.02, Florida Statutes.

D. I certify I reviewed and understand the workers' compensation coverage and compliance tutorial developed by the department.

First Name:	Last Name:	Driver's License Number OR Identification Card Number:
PARIS	TOBIAS	T120675956080

Note: The Division has 30 days to review your application to determine if it meets the eligibility requirements for the issuance of an exemption. The Division will either issue a Certificate of Election to be Exempt or notify you that your application is incomplete. The Division reviews and processes exemption applications in the order they are received.

Exemption information is reflected on the Exemption Search database the day following the issuance of the exemption.

This is not an exemption
For your records only
This is not an exemption

Jason Tobias

Fort Myers, FL | 239-699-2300 | Jasonrtobias@gmail.com

Professional Summary

Experienced Lead Designer with over 22 years specializing in high-end landscape architecture, luxury outdoor living spaces, and custom residential and commercial design. Known for pushing creative boundaries, delivering bold and functional environments, and maintaining a relentless commitment to quality and innovation. Continuously advancing expertise through industry-leading training and ongoing education.

Work Experience

Lead Designer - Opulent Outlines LLC (2019 - Present)

- Specializes in luxury residential design and custom commercial projects.
- Leads all phases of design from conceptual development to final execution.
- Collaborates with architects, builders, and high-end clients to deliver tailored, world-class environments.
- Integrates sustainable materials, new technologies, and cutting-edge trends into each project.

Lead Designer & Sales Manager - Infinite Pool Finishes (2015 - 2019)

- Directed pool and outdoor living designs for high-end residential clients.
- Managed sales operations, client consultations, and design presentations.
- Oversaw design execution and maintained client satisfaction throughout the project lifecycle.
- Helped grow the company's reputation for premium quality and unique design aesthetics.

Continuing Education & Training

- Advanced CAD & 3D Modeling Workshops
- Luxury Outdoor Living Design Seminars
- Grant Cardone 10X Course Business & Success Training
- FSPA Pool & Spa Expo Attendance and Participation

Skills

- High-End Residential & Commercial Design
- Client Relations & Design Consultation

- Conceptual Design & Project Management
- CAD, 3D Rendering, and Visualization Tools
- Trend Forecasting & Design Innovation
- Final Design High Resolution Videos and Portfolios

TALICE DICKERSON

Sarasota, FL • (941) 525-3378 • talice.thayer@gmail.com

PROFESSIONAL SUMMARY

Detail-oriented administrative and design assistant supporting high-end custom pool design firm. With over 19 years of experience in management and administrative, I am skilled in project coordination, client communication, and design software and known for contributing to smooth operations and successful project delivery in a collaborative, fast-paced environment.

EXPERIENCE

Independent Contractor – Administrative & Design Assistant
Opulent Outlines LLC – Fort Myers, FL
2024 – Present
- Assist Lead Designer in development & refinement of residential and commercial pool designs.
- Use design software tools to help prepare drawings, layouts, and documentation.
- Manage project communications with clients, vendors, and subcontractors.
- Coordinate schedules, maintain records, and contribute to timely project completion.
- Provide day-to-day administrative support and contribute to overall project organization.

Design Assistant 2020 – 2024
Lucas Lagoons Design & Construction– Nokomis, FL

Paralegal – Independent Contractor 2017 – 2020
The Law Office of Marjorie Bender – Sarasota, FL
The Dunn Law Firm – Sarasota, FL

Employment Details prior to 2027 and References available upon request

TECHNICAL SKILLS

Design Software (Structure Pool Studios) • Microsoft Office Suite • Project Coordination • Client Relations • Vendor Management • Document Preparation • Adobe Acrobat, Illustrator, Photoshop, Outlook….etc..

EDUCATION

Keiser University, Sarasota, FL (2017) - Bachelor's Degree in Legal Studies & Minor in Office management / Associate Degree in Legal Studies
State College (Venice, FL Branch) (2017)- Intern private Investigator Certificate
Florida State College of Jacksonville, FL - AA & Media/Multimedia Technical Cert. (2009)
Liberty University, Lynchburg, VA (1995) - General Studies (1995)
Ellwood City HS, Ellwood City, PA (1993) -Highschool Diploma (1993)

1820 NE Jensen Beach Blvd.
Suite 685
Jensen Beach, FL 34957

Markham Services, Inc. (CA 33018)

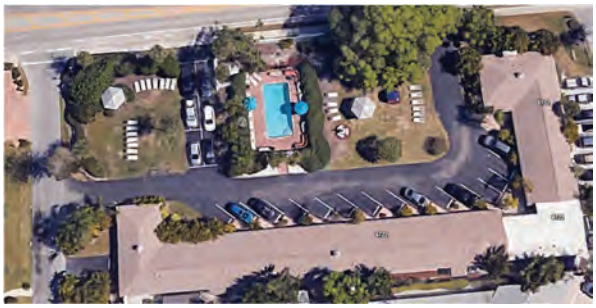
Markham Services, Inc. has been in business since 2003, specializing in Pool Engineering. Wayne Markham Bennett is the owner of Markham Services. Wayne received his Engineering degree from the University of Wyoming in 1979. He has held a Professional Engineering license since 1984 and a Florida Professional Engineering license since 2001.

Markham Services prepares Pool Construction and Permitting drawings that are Local and Florida Building Code compliant from the vision of Designers, Contractors, Architects, Landscape Architects and Owners. Drawings can include structural, electrical and mechanical elements.

Since 2003, Markham Services has provided services for over 30,000 residential and commercial swimming pools and works with some of the largest Swimming Pool Contractors and Owners such as Van Kirk and Sons Pools and Spas, Premier Pool and Spas, Ike Carter Pools, Lucas Lagoons and Cenvill Recreation, Inc. (Century Village), some of the over the 200 clients serviced in 2024.

Wayne Markham Bennett, P.E. FL 57216
wayne@wmb-pe.com
(954) 818-3825

TROPICAL BEACH RESORT - Before Photos



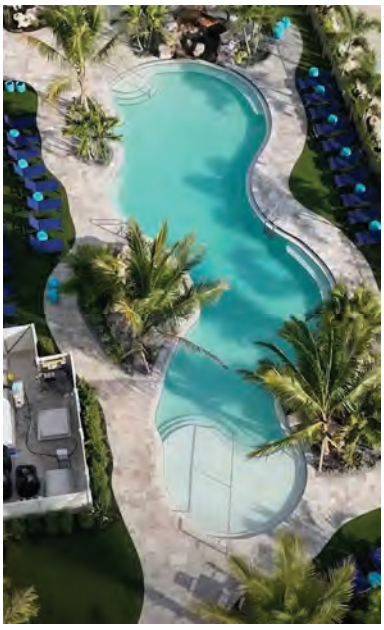



Design Concept





Finished Project







RESPONDER'S VENDOR LIST CERTIFICATION

Opulent Outlines LLC – Fort Myers, Florida
RFQ-26-02-AD | Bay Oaks Community Pool Rehabilitation Project

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RESPONDER'S VENDOR LIST CERTIFICATION

Pursuant to the RFQ's State Required Contractual Terms and Conditions, the undersigned certifies that Opulent Outlines LLC and its affiliates are not listed on any of the following prohibited vendor lists:

- Forced Labor Vendor List (§287.1346, F.S.)
- Convicted Vendor / Public Entity Crimes (§287.133, F.S.)
- Discriminatory Vendor List (§287.134, F.S.)
- Suspended Vendor List (§287.1351, F.S.)
- Antitrust Violator Vendor List (§287.137, F.S.)
- Scrutinized Companies Lists (§287.135, F.S.)
- Federal Excluded Parties List (SAM.gov).

The undersigned further certifies that should any status change prior to contract award or during contract performance, the Town will be notified immediately in writing.

IN WITNESS WHEREOF, the undersigned has executed this certification.

Paris Tobias Paris Tobias
President | Principal | CEO
Opulent Outlines LLC
12557 New Brittany Blvd, Suite 3
Fort Myers, FL 33907
Date: 11/7/2025

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,
this 7 day of NOVEMBER, **20**25, by **Paris Tobias**, President | Principal | CEO of **Opulent Outlines LLC**.

Notary Public, State of Florida
Print Name: LYNN M BUCKNER Lynn M Buckner
My Commission No.: HH 571762
My Commission Expires: 11/15/28
☐ Personally Known ☑ Produced Identification Type: FLORIDA D.L.

LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

NON-COLLUSION AFFIDAVIT

Opulent Outlines LLC – Fort Myers, Florida
RFQ-26-02-AD | Bay Oaks Community Pool Rehabilitation Project

NON-COLLUSION AFFIDAVIT

I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of Opulent Outlines LLC; that the accompanying proposal has been prepared independently and without collusion, consultation, communication, or agreement with any competitor for the purpose of restricting competition; and that the contents of the proposal have not been knowingly disclosed to any competitor prior to the official opening of proposals.

IN WITNESS WHEREOF, the undersigned has executed this affidavit.

Paris Tobias Paris Tobias
President | Principal | CEO
Opulent Outlines LLC
12557 New Brittany Blvd, Suite 3
Fort Myers, FL 33907
Date: 11/7/2025

STATE OF FLORIDA
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,
this 7 day of NOVEMBER, 20**25** by **Paris Tobias**, President | Principal | CEO of **Opulent Outlines LLC**.

Notary Public, State of Florida
Print Name: LYNN M BUCKNER Lynn M Buckner
My Commission No.: HH 571762
My Commission Expires: 11/15/28
☐ Personally Known ☑ Produced Identification Type: FLORIDA D.L

NOTARY PUBLIC STATE OF FLORIDA
LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

Opulent Outlines LLC – Fort Myers, Florida
RFQ-26-02-AD | Bay Oaks Community Pool Rehabilitation Project

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

In connection with this RFQ, I certify that no officer, employee, or agent of the Town of Fort Myers Beach, nor any member of such person's immediate family, has a financial interest of five percent (5%) or more in Opulent Outlines LLC or its affiliates.
There exists no arrangement or understanding that would constitute a conflict of interest under applicable federal, state, or local laws. If any potential conflict arises during the contract, Opulent Outlines LLC will promptly disclose it in writing.

☐ Check if any potential conflict exists and attach a statement of facts and mitigation plan.

IN WITNESS WHEREOF, the undersigned has executed this affidavit.

Paris Tobias
President | Principal | CEO
Opulent Outlines LLC
12557 New Brittany Blvd, Suite 3
Fort Myers, FL 33907
Date: 11/7/2025

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,
this 7 day of NOVEMBER, **20**25 by **Paris Tobias**, President | Principal | CEO of **Opulent Outlines LLC**.

Notary Public, State of Florida
Print Name: LYNN M BUCKNER
My Commission No.: HH 571762
My Commission Expires: 11/15/28
☐ Personally Known ☑ Produced Identification Type: FLORIDA D.L.

NOTARY PUBLIC STATE OF FLORIDA
LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

Opulent Outlines LLC – Fort Myers, Florida

Affidavit of No Lobbying (31 U.S.C. § 1352)

RFQ-26-02-AD – Bay Oaks Community Pool Rehabilitation

I, the undersigned, hereby certify, to the best of my knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Opulent Outlines LLC, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence the persons listed above, in connection with this federal contract, grant, loan, or cooperative agreement, Opulent Outlines LLC will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. Opulent Outlines LLC shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Project: RFQ-26-02-AD – Bay Oaks Community Pool Rehabilitation

IN WITNESS WHEREOF, the undersigned has executed this affidavit.

Paris Tobias

Paris Tobias, Owner

Opulent Outlines LLC

Date: 11/7/2025

STATE OF FLORIDA

COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,

this 7 day of NOVEMBER, 2025, by Paris Tobias as Owner of Opulent Outlines LLC.

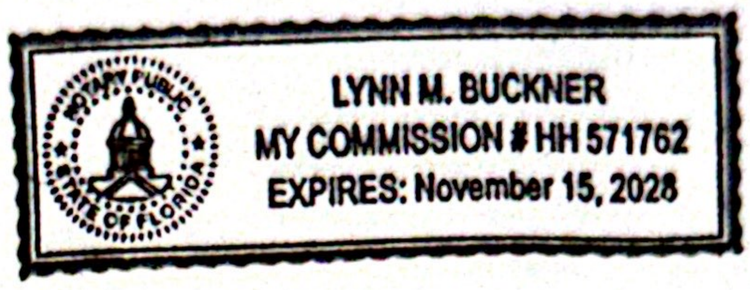
Lynn M Buckner

Notary Public, State of Florida

Print Name: LYNN M BUCKNER

My Commission No.: HH 571762

My Commission Expires: 11/15/28



☐ Personally Known ☑ Produced Identification Type: FLORIDA D.L.

AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN

Opulent Outlines LLC – Fort Myers, Florida
RFQ-26-02-AD | Bay Oaks Community Pool Rehabilitation Project

AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN (F.S. 607.1501 & 286.101)

I hereby certify that Opulent Outlines LLC is not owned by, controlled by, or under the influence of any government of a foreign country of concern, nor has it received any contracts or grants of $50,000 or more from such a country within the past five years.

For purposes of this affidavit, "foreign countries of concern" include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Syrian Arab Republic, and the Venezuelan regime of Nicolás Maduro.

☐ Check if any such interest exists and attach full disclosure.

IN WITNESS WHEREOF, the undersigned has executed this affidavit.

Paris Tobias Paris Tobias
President | Principal | CEO
Opulent Outlines LLC
12557 New Brittany Blvd, Suite 3
Fort Myers, FL 33907
Date: 11/7/2025

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,
this 7 day of NOVEMBER, 2025, by **Paris Tobias**, President | Principal | CEO of **Opulent Outlines LLC**.

Notary Public, State of Florida
Print Name: LYNN M BUCKNER Lynn M Buckner
My Commission No.: HH 571762
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☐ Personally Known ☑ Produced Identification Type: FLORIDA D.L.

LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

RFQ FORM D

Responders: Opulent Outlines LLC

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

RESPONDER'S CERTIFICATION

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.
I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.
I certify that all information contained in this response, which includes the TOWN required RFQ forms, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.
The firm and/or Responder hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.
I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other Responder is interested in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
If this response is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Opulent Outlines LLC
Name of Business

By: Signature Paris Tobias

Print Name and Title Paris Tobias CEO, President, Principal

Mailing Address 12557 New Brittany Blvd.
Fort Myers, FL 33907

[1]STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 7 day of NOVEMBER, 2025, by means of (✓) physical presence or ( ) online notarization, personally appeared PARIS TOBIAS as OPULENT OUTLINES of (Company Name), ( ) who is personally known to me or (✓) who has produced FLORIDA D.L as identification.

Lynn M Buckner
NOTARY PUBLIC – State of Florida

My commission expires: 11/15/28

LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

[1] Rev 1-28-25

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 18, 2025
Secretary of State
8613572703CC

DOCUMENT# L20000185633

Entity Name: OPULENT OUTLINES, LLC

Current Principal Place of Business:

12557 NEW BRITTANY BLVD
STE 3
FORT MYERS, FL 33907

Current Mailing Address:

12557 NEW BRITTANY BLVD
STE 3
FORT MYERS, FL 33907 US

FEI Number: 85-1708607

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SUPERIOR SMALL BUSINESS CONSULTANTS LLC
1310 W COLONIAL DR.
#11
ORLANDO, FL 32804 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: STEVEN RICHARDSON 02/18/2025

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR
Name	TOBIAS, PARIS
Address	12557 NEW BRITTANY BLVD STE 3
City-State-Zip:	FORT MYERS FL 33907

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PARIS TOBIAS AMBR 02/18/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2025

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

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Hiscox Insurance Company Inc / 10200
INSURED Opulent Outlines 12557 New Brittany Blvd,Ste 3 Fort Myers, FL 33907	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		P100.407.938.6	07/16/2025	07/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Town of Fort Myers Beach
2523 Estero Blvd
Fort Myers Beach, Florida 33931

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mary J Boyd

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NOTICE OF ELECTION TO BE EXEMPT

If this application contains incomplete or inaccurate information, it may cause a delay in the issuance of your exemption. An officer electing an exemption under Chapter 440, Florida Statutes, is not entitled to benefits under this chapter.

Section 1:

APPLICANT INFORMATION

First & Last Name: PARIS TOBIAS

VALID State Driver's License Number: **State:** FL **Florida ID Number:**

T120675956080

Driver's License Expiration Date: 3/28/2028

Date of Birth: 3/28/1995

Email Address: OPULENTOUTLINES@GMAIL.COM

Section 2:

NON-CONSTRUCTION INDUSTRY APPLICANT (NO FEE REQUIRED)

Member of a Limited Liability Company

Section 3:

This section should be completed with information specific to your corporation or to the limited liability company in which you are a member. The name of the corporation or limited liability company listed on this application MUST match the name of the corporation or limited liability company as registered with the Florida Division of Corporations.

Name of Corporation or LLC: OPULENT OUTLINES LLC FEIN: 851708607

Business Name (DBA): Phone: 2399990003

Applicant's Address of Record: 12557 NEW BRITTANY BLVD STE 3

City: FORT MYERS State: FL Zip 33907 County: LEE

Section 4:

The corporation of which you are an officer or limited liability company of which you are a member must be registered and in ACTIVE status with the Florida Division of Corporations. Applicants applying as an officer of a corporation must be listed as an officer of the Corporation with the Florida Division of Corporations. List the document number on file with the Florida Division of Corporations.

L20000185633

Section 5:

THIS SECTION IS NOT APPLICABLE TO MY BUSINESS.

DBPR License Number:

Additional DBPR License Number:

This is not an exemption
For your records only
This is not an exemption

Section 6:

If you have submitted an electronic payment for this application, the transaction confirmation number is listed in the following space:

Confirmation Number: Application Number: E02138952

Section 7: N/A

Are you affiliated with any corporation or limited liability company other than the corporation or limited liability company to which this application applies?

Section 8: CONSTRUCTION INDUSTRY AND NON-CONSTRUCTION INDUSTRY LLC MEMBERS ONLY

To be eligible for a construction industry exemption or a non-construction limited liability company exemption, an applicant must have the required ownership of the corporation or limited liability company.

I am a member who owns at least ten percent(10%) of the limited liability company listed on this application.

Section 9:

I certify that any employees of the corporation or members of the limited liability company listed in Section 3 are covered by workers' compensation insurance. Please identify the workers' compensation insurance carrier that covers any non-exempt employees.

Carrier Name: My business does not have any non-exempt employees; or, my business is not required to obtain workers' compensation.

Section 10: **FRAUD NOTICE**

A. Any person who, knowingly and with intent to injure, defraud, or deceive the department or any employer or employee, insurance company or any other person, files a Notice of Election to be Exempt containing any false or misleading information is guilty of a felony of the third degree.

B. Attestation of applicant – By providing my name below, I attest that I have read, understand and acknowledge the foregoing notice.

C. I acknowledge that this Notice of Election to be Exempt does not exceed limits for corporate officers, including any affiliated corporations as provided in Section 440.02, Florida Statutes.

D. I certify I reviewed and understand the workers' compensation coverage and compliance tutorial developed by the department.

First Name:	Last Name:	Driver's License Number OR Identification Card Number:
PARIS	TOBIAS	T120675956080

Note: The Division has 30 days to review your application to determine if it meets the eligibility requirements for the issuance of an exemption. The Division will either issue a Certificate of Election to be Exempt or notify you that your application is incomplete. The Division reviews and processes exemption applications in the order they are received.

Exemption information is reflected on the Exemption Search database the day following the issuance of the exemption.

This is not an exemption
For your records only
This is not an exemption

Jason Tobias

Fort Myers, FL | 239-699-2300 | Jasonrtobias@gmail.com

Professional Summary

Experienced Lead Designer with over 22 years specializing in high-end landscape architecture, luxury outdoor living spaces, and custom residential and commercial design. Known for pushing creative boundaries, delivering bold and functional environments, and maintaining a relentless commitment to quality and innovation. Continuously advancing expertise through industry-leading training and ongoing education.

Work Experience

Lead Designer - Opulent Outlines LLC (2019 - Present)

- Specializes in luxury residential design and custom commercial projects.
- Leads all phases of design from conceptual development to final execution.
- Collaborates with architects, builders, and high-end clients to deliver tailored, world-class environments.
- Integrates sustainable materials, new technologies, and cutting-edge trends into each project.

Lead Designer & Sales Manager - Infinite Pool Finishes (2015 - 2019)

- Directed pool and outdoor living designs for high-end residential clients.
- Managed sales operations, client consultations, and design presentations.
- Oversaw design execution and maintained client satisfaction throughout the project lifecycle.
- Helped grow the company's reputation for premium quality and unique design aesthetics.

Continuing Education & Training

- Advanced CAD & 3D Modeling Workshops
- Luxury Outdoor Living Design Seminars
- Grant Cardone 10X Course Business & Success Training
- FSPA Pool & Spa Expo Attendance and Participation

Skills

- High-End Residential & Commercial Design
- Client Relations & Design Consultation

- Conceptual Design & Project Management
- CAD, 3D Rendering, and Visualization Tools
- Trend Forecasting & Design Innovation
- Final Design High Resolution Videos and Portfolios

TALICE DICKERSON

Sarasota, FL • (941) 525-3378 • talice.thayer@gmail.com

PROFESSIONAL SUMMARY

Detail-oriented administrative and design assistant supporting high-end custom pool design firm. With over 19 years of experience in management and administrative, I am skilled in project coordination, client communication, and design software and known for contributing to smooth operations and successful project delivery in a collaborative, fast-paced environment.

EXPERIENCE

Independent Contractor – Administrative & Design Assistant
Opulent Outlines LLC – Fort Myers, FL
2024 – Present
- Assist Lead Designer in development & refinement of residential and commercial pool designs.
- Use design software tools to help prepare drawings, layouts, and documentation.
- Manage project communications with clients, vendors, and subcontractors.
- Coordinate schedules, maintain records, and contribute to timely project completion.
- Provide day-to-day administrative support and contribute to overall project organization.

Design Assistant 2020 – 2024
Lucas Lagoons Design & Construction– Nokomis, FL

Paralegal – Independent Contractor 2017 – 2020
The Law Office of Marjorie Bender – Sarasota, FL
The Dunn Law Firm – Sarasota, FL

Employment Details prior to 2027 and References available upon request

TECHNICAL SKILLS

Design Software (Structure Pool Studios) • Microsoft Office Suite • Project Coordination • Client Relations • Vendor Management • Document Preparation • Adobe Acrobat, Illustrator, Photoshop, Outlook….etc..

EDUCATION

Keiser University, Sarasota, FL (2017) - Bachelor's Degree in Legal Studies & Minor in Office management / Associate Degree in Legal Studies
State College (Venice, FL Branch) (2017)- Intern private Investigator Certificate
Florida State College of Jacksonville, FL - AA & Media/Multimedia Technical Cert. (2009)
Liberty University, Lynchburg, VA (1995) - General Studies (1995)
Ellwood City HS, Ellwood City, PA (1993) -Highschool Diploma (1993)

1820 NE Jensen Beach Blvd.
Suite 685
Jensen Beach, FL 34957

Markham Services, Inc. (CA 33018)

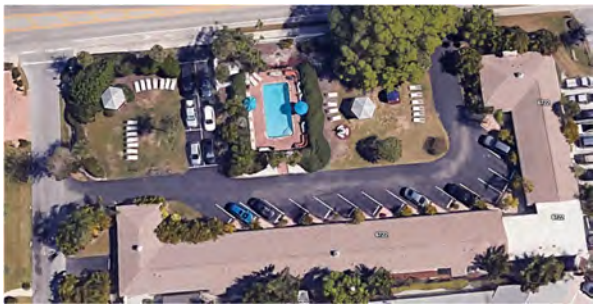
Markham Services, Inc. has been in business since 2003, specializing in Pool Engineering. Wayne Markham Bennett is the owner of Markham Services. Wayne received his Engineering degree from the University of Wyoming in 1979. He has held a Professional Engineering license since 1984 and a Florida Professional Engineering license since 2001.

Markham Services prepares Pool Construction and Permitting drawings that are Local and Florida Building Code compliant from the vision of Designers, Contractors, Architects, Landscape Architects and Owners. Drawings can include structural, electrical and mechanical elements.

Since 2003, Markham Services has provided services for over 30,000 residential and commercial swimming pools and works with some of the largest Swimming Pool Contractors and Owners such as Van Kirk and Sons Pools and Spas, Premier Pool and Spas, Ike Carter Pools, Lucas Lagoons and Cenvill Recreation, Inc. (Century Village), some of the over the 200 clients serviced in 2024.

Wayne Markham Bennett, P.E. FL 57216
wayne@wmb-pe.com
(954) 818-3825

TROPICAL BEACH RESORT - Before Photos






Design Concept




Finished Project







NON-COLLUSION AFFIDAVIT

Opulent Outlines LLC – Fort Myers, Florida
RFQ-26-02-AD | Bay Oaks Community Pool Rehabilitation Project

NON-COLLUSION AFFIDAVIT

I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of Opulent Outlines LLC; that the accompanying proposal has been prepared independently and without collusion, consultation, communication, or agreement with any competitor for the purpose of restricting competition; and that the contents of the proposal have not been knowingly disclosed to any competitor prior to the official opening of proposals.

IN WITNESS WHEREOF, the undersigned has executed this affidavit.

Paris Tobias Paris Tobias
President | Principal | CEO
Opulent Outlines LLC
12557 New Brittany Blvd, Suite 3
Fort Myers, FL 33907
Date: 11/7/2025

STATE OF FLORIDA
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,
this 7 day of NOVEMBER, 20**25** by **Paris Tobias**, President | Principal | CEO of **Opulent Outlines LLC**.

Notary Public, State of Florida
Print Name: LYNN M BUCKNER Lynn M Buckner
My Commission No.: HH 571762
My Commission Expires: 11/15/28
☐ Personally Known ☑ Produced Identification Type: FLORIDA D.L

NOTARY PUBLIC STATE OF FLORIDA
LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

Opulent Outlines LLC – Fort Myers, Florida
RFQ-26-02-AD | Bay Oaks Community Pool Rehabilitation Project

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

In connection with this RFQ, I certify that no officer, employee, or agent of the Town of Fort Myers Beach, nor any member of such person's immediate family, has a financial interest of five percent (5%) or more in Opulent Outlines LLC or its affiliates.
There exists no arrangement or understanding that would constitute a conflict of interest under applicable federal, state, or local laws. If any potential conflict arises during the contract, Opulent Outlines LLC will promptly disclose it in writing.

☐ Check if any potential conflict exists and attach a statement of facts and mitigation plan.

IN WITNESS WHEREOF, the undersigned has executed this affidavit.

Paris Tobias
President | Principal | CEO
Opulent Outlines LLC
12557 New Brittany Blvd, Suite 3
Fort Myers, FL 33907
Date: 11/7/2025

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,
this 7 day of NOVEMBER, **20**25 by **Paris Tobias**, President | Principal | CEO of **Opulent Outlines LLC**.

Notary Public, State of Florida
Print Name: LYNN M BUCKNER
My Commission No.: HH 571762
My Commission Expires: 11/15/28
☐ Personally Known ☑ Produced Identification Type: FLORIDA D.L.

NOTARY PUBLIC STATE OF FLORIDA
LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

PROPOSER'S CERTIFICATION (FORM D)

Opulent Outlines LLC – Fort Myers, Florida
RFQ-26-02-AD | Bay Oaks Community Pool Rehabilitation Project

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PROPOSER'S CERTIFICATION (RFQ FORM D)

I, the undersigned, hereby certify and affirm that:

1. I am duly authorized to submit this proposal and execute any resulting contract on behalf of Opulent Outlines LLC.
2. I have examined all RFQ documents, conditions, and addenda, and agree to furnish all services required in full compliance with the RFQ.
3. All statements and representations made in the proposal are true and correct, and any misrepresentation may be cause for rejection or termination.
4. Opulent Outlines LLC agrees to comply with all applicable federal, state, and local laws, including CDBG-DR requirements and other provisions referenced in the RFQ.

IN WITNESS WHEREOF, the undersigned has executed this affidavit.

Paris Tobias Paris Tobias
President | Principal | CEO
Opulent Outlines LLC
12557 New Brittany Blvd, Suite 3
Fort Myers, FL 33907
Date: 11/7/2025

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,
this 7 day of NOVEMBER, 20**25**, by **Paris Tobias**, President | Principal | CEO of **Opulent Outlines LLC**.

Notary Public, State of Florida
Print Name: LYNN M BUCKNER Lynn M Buckner
My Commission No.: HH 571762

My Commission Expires: 11/15/28
☐ Personally Known ☐ Produced Identification Type: FLORIDA D.L.

LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

RESPONDER'S VENDOR LIST CERTIFICATION

Opulent Outlines LLC – Fort Myers, Florida
RFQ-26-02-AD | Bay Oaks Community Pool Rehabilitation Project

RESPONDER'S VENDOR LIST CERTIFICATION

Pursuant to the RFQ's State Required Contractual Terms and Conditions, the undersigned certifies that Opulent Outlines LLC and its affiliates are not listed on any of the following prohibited vendor lists:

- Forced Labor Vendor List (§287.1346, F.S.)
- Convicted Vendor / Public Entity Crimes (§287.133, F.S.)
- Discriminatory Vendor List (§287.134, F.S.)
- Suspended Vendor List (§287.1351, F.S.)
- Antitrust Violator Vendor List (§287.137, F.S.)
- Scrutinized Companies Lists (§287.135, F.S.)
- Federal Excluded Parties List (SAM.gov).

The undersigned further certifies that should any status change prior to contract award or during contract performance, the Town will be notified immediately in writing.

IN WITNESS WHEREOF, the undersigned has executed this certification.

Paris Tobias Paris Tobias
President | Principal | CEO
Opulent Outlines LLC
12557 New Brittany Blvd, Suite 3
Fort Myers, FL 33907
Date: 11/7/2025

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,
this 7 day of NOVEMBER, 2025, by **Paris Tobias**, President | Principal | CEO of **Opulent Outlines LLC**.

Notary Public, State of Florida
Print Name: LYNN M BUCKNER Lynn M Buckner
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LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN

Opulent Outlines LLC – Fort Myers, Florida
RFQ-26-02-AD | Bay Oaks Community Pool Rehabilitation Project

AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN (F.S. 607.1501 & 286.101)

I hereby certify that Opulent Outlines LLC is not owned by, controlled by, or under the influence of any government of a foreign country of concern, nor has it received any contracts or grants of $50,000 or more from such a country within the past five years.

For purposes of this affidavit, "foreign countries of concern" include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Syrian Arab Republic, and the Venezuelan regime of Nicolás Maduro.

☐ Check if any such interest exists and attach full disclosure.

IN WITNESS WHEREOF, the undersigned has executed this affidavit.

Paris Tobias Paris Tobias
President | Principal | CEO
Opulent Outlines LLC
12557 New Brittany Blvd, Suite 3
Fort Myers, FL 33907
Date: 11/7/2025

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,
this 7 day of NOVEMBER, 2025, by **Paris Tobias**, President | Principal | CEO of **Opulent Outlines LLC**.

Notary Public, State of Florida
Print Name: LYNN M BUCKNER Lynn M Buckner
My Commission No.: HH 571762
My Commission Expires: 11/15/28
☐ Personally Known ☑ Produced Identification Type: FLORIDA D.L.

LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

Opulent Outlines LLC – Fort Myers, Florida

Affidavit of No Lobbying (31 U.S.C. § 1352)

RFQ-26-02-AD – Bay Oaks Community Pool Rehabilitation

I, the undersigned, hereby certify, to the best of my knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Opulent Outlines LLC, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence the persons listed above, in connection with this federal contract, grant, loan, or cooperative agreement, Opulent Outlines LLC will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. Opulent Outlines LLC shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Project: RFQ-26-02-AD – Bay Oaks Community Pool Rehabilitation

IN WITNESS WHEREOF, the undersigned has executed this affidavit.

Paris Tobias

Paris Tobias, Owner

Opulent Outlines LLC

Date: 11/7/2025

STATE OF FLORIDA

COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence ☐ online notarization,

this 7 day of NOVEMBER, 2025, by Paris Tobias as Owner of Opulent Outlines LLC.

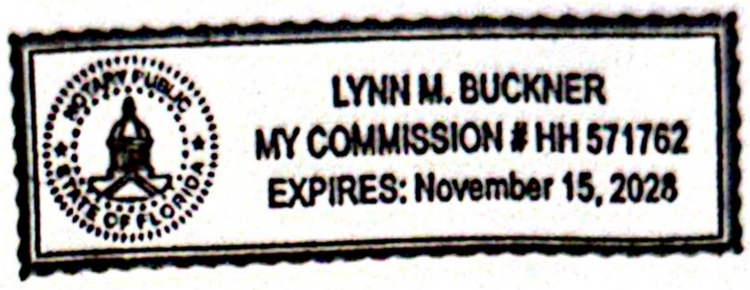
Lynn M Buckner

Notary Public, State of Florida

Print Name: LYNN M BUCKNER

My Commission No.: HH 571762

My Commission Expires: 11/15/28



☐ Personally Known ☑ Produced Identification Type: FLORIDA D.L.

RFQ FORM A

Responder: Opulent Outlines LLC

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town upon request via bids@fmbgov.com.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

h. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

i. The correct and full legal name of the Responder is:

The correct and full name of the Responder is: Opulent Outlines LLC

ii The business is a (Sole Proprietorship) (Partnership) (Corporation).

The business is a Limited Liability Company.

iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Paris Tobias, President
Opulent Outlines LLC
12557 New Brittany Blvd, Ste 3
Fort Myers, Fl 33907
info@opoutlines.com
239-440-7810 Direct
239-999-0003 Office

Registered Agent:
SUPERIOR SMALL BUSINESS CONSULTANTS LLC
Steven Richardson
1310 W COLONIAL DR. #11
Orlando, Fl 32804

i. Please describe your company in detail.

Opulent Outlines LLC is a Fort Myers–based design firm specializing in the creation of exceptional outdoor environments that merge luxury, functionality, and resilience. With over two decades of combined expertise in high-end pool and landscape design, our team brings a uniquely hands-on approach to every project—transforming spaces into refined destinations where design meets durability.

Our cohesive team includes a network of seasoned professionals whose specialized knowledge ensures each concept is as constructible as it is visually compelling. At Opulent Outlines, we integrate technical precision with genuine care—transforming outdoor spaces into enduring, functional, and inspiring environments.

We are eager to obtain, and in process of acquiring a Minority- and Woman-Owned Business certification. Backed by our licensed Professional Engineer and multidisciplinary design team, we are fully prepared to deliver a solution that exceeds expectations—balancing aesthetic innovation, environmental awareness, and federal compliance within every detail.

j. The address of the principal place of business is: ***See Below Response***
k. Company telephone number and e-mail addresses: ***See Below Response***
l. Number of employees: *See Below Response*
m. Name of employees to be assigned to this Project: ***See Below Response***
n. Company identification numbers for the Internal Revenue Service: ***See Below Response***
o. Provide Lee County business tax receipt number, if applicable, and expiration date: **N/A**
p. How many years has your organization been in business? Does your organization have a specialty? ***See Below Response***

Opulent Outlines LLC
12557 New Brittany Blvd., Suite 3
Fort Myers, FL 33907
239-999-0003 Office
info@opoutlines.com
EIN# 85-170-8607
Est. 7/01/2020
Employees: 2
SBA Cage Code: 9QWN8
Industry Code: NAICS 541320
Specialty: Professional Services, Landscape Design, Pool Design, Consulting Services

q. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed.

Similar Projects to Bay Oaks Community Pool Rehabilitation

TROPICAL BEACH RESORT PROJECT (Commercial) 2025 / $1.4 Million

- **A Comprehensive pool and outdoor redesign for a coastal hospitality property located on Siesta Key Island, FL. This 6,000 SF area with 1800 SF pool & surrounding deck project endured damages from Hurricane Helene and Hurricane Milton mid-construction yet was completed, meeting ADA, and FEMA BFE standards.**
- **Contract with Tropical Beach Resort – Bill Jones 407-342-7554**

MAUGHAN PRIVATE RESORT (Residential) 2025 /$100,000.00

- **A remote resort style design project located on the Little Whale Cay, Berry Islands The Bahamas. This design required specialized logistics and environmental adaptation to extreme coastal conditions. The completed design incorporated a resort style design containing pools, spa, water features, building styles The owner of the island is proceeding with permitting to build at a future date.**
- **Contract with Nick Maughan / Contact Samantha +44 7624 467935**

CYPRESS COVE PROJECT (Commercial) 2023 / $100,000.00

- **A resort located in Kissimmee, FL requested a design for two resort-style pool One containing a middle large island and the other pool designed as a lazy river. Both pools were designed as energy efficient and in compliance with ADA standards. Surrounding decks, shade structures and landscaping was a part of the Scope of Work. Design was completed.**
- **Contracted with Cypress Cove Resort % Peter Sewall 407-902-3301**

r. Have you ever failed to complete any work awarded to you? If so, where, and why?

Please note that Opulent Outlines has never failed to complete work that we have been contracted for.

s. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are in progress as of the date of submission of this Response for your company, division, or unit as appropriate.

Name of Project	Contract With	Contract Amount	Est. Completion Date	% of Completion to Date
Snyder - 944 sf pool are with rock grotto, slide and large tiki hut structure with outdoor kitchen/multiple seating areas	**Teri Snyder 509-670-7197**	**$40,000.00 Design & Consulting**	**Design completed/approved 10/03/2025.**	**95% -Proceeding with engineering**
Cuomo (Sunstream Project) - 5091sf pool area designed to include pool with lazy river and a 50 SF spa under a large rock grotto	**James Cuomo 516-380-06631**	**$100,000.00 Design & Consulting**	**Design completed/approved 08/19/2025.**	**95% -Proceeding with engineering**
Lowbridge - Rental home designed for a 736 SF and 2nd story elevated spa with infinity edge in Englewood, FL	**Moretti ministries Inc c/o Paradise Exclusive real Estate Shawna Lowbridge 941-456-4555**	**$40,000.00**	**Design completed/approved 09/28/2025**	**95% -Proceeding with engineering**
Leggett - Resort Style Pool and surrounding decks at a residential location in Henrico, VA	**Ryan Leggett 757-509-9300**	**$85,000.00**	**Undetermined**	**98%**
Parks Project) - 6000 Total SF area designed for 3000 SF pool and water wall structure located in Leesburg, FL	**Nadeau Stout Custom Homes – Rusty Stout 352-387-1597**	**$95,000.00 Design & Consulting**	**In progress**	**90 % (Final Design Approval Pending)**
Avalon - To be designed a residence with up to a 3000 Sf pool with rock work and connected custom designed jungle gym and slide in Winter Gardens, FL	**Triology Homes LLC – Adam Edgington 352-552-4682**	**$75,000.00**	**Undetermined**	**10%**

t. Provide the following information for any subconsultants you will engage if awarded the contract.

The subconsultants below will be engaged if Opulent Outlines is awarded this contract:

Markham Services, Inc	**Jensen Beach, FL**	**Engineer Firm (Lic No. 57216 in the State of Florida)**

Opulent Outlines understands the foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFQ FORM B

Responder: Opulent Outlines LLC

REFERENCE FORM

Note: Forms A, B & C are available in WORD format from the Contracts and Procurement Specialist upon request.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact: Bill Jones of Tropical Beach Resort

   Title of Contract: Owner
   Email: bjones@tropicalbeachresorts.com
   Telephone Number: 407-342-7554
   Fax No: N/A

   Project: Topical

2. Name of Contact: Nick Maughan

   Title of Contract: Owner
   Email: nick.maughan@gmail.com
   Assistant: samantha@maughancapital.com
   Telephone Number: Sam +44 7624 467935
   Fax No: N/A

   Project: Maughan

3. Name of Contact: Rusty Stout of Nadeau Stout Custom Homes
   Rusty

   Title of Contract: Owner
   Email: rusty@nshomes.us
   Telephone Number: 352-378-1597
   Fax No: N/A

   Project: Parks/Chateau

4. Name of Contact: Larry Williams

   Title of Contract: Owner
   Email: kwjm1421@gmail.com
   Telephone Number: 732-620-5562
   Fax No: N/A

   Project: Williams

RFQ FORM D

Responders: Opulent Outlines LLC

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

RESPONDER'S CERTIFICATION

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.
I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.
I certify that all information contained in this response, which includes the TOWN required RFQ forms, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.
The firm and/or Responder hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.
I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other Responder is interested in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
If this response is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Opulent Outlines LLC
Name of Business

By: Signature Paris Tobias

Print Name and Title Paris Tobias CEO, President, Principal

Mailing Address 12557 New Brittany Blvd.
Fort Myers, FL 33907

[1]STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 7 day of NOVEMBER, 2025, by means of (✓) physical presence or ( ) online notarization, personally appeared PARIS TOBIAS as OPULENT OUTLINES of (Company Name), ( ) who is personally known to me or (✓) who has produced FLORIDA D.L as identification.

Lynn M Buckner
NOTARY PUBLIC – State of Florida

My commission expires: 11/15/28

LYNN M. BUCKNER
MY COMMISSION # HH 571762
EXPIRES: November 15, 2028

[1] Rev 1-28-25

OPULENT OUTLINES LLC

EST 2020

OUR COMPANY

We are a family-owned design firm based in Southwest Florida, specializing in exterior environment design.

Since our founding in 2020, we have expanded our portfolio through residential and commercial landscape and pool design projects.

We are now pursuing opportunities in government contracting and look forward to applying our expertise to broader projects.

PARIS TOBIAS

CEO I President



JASON TOBIAS

LEAD DESIGNER



BACKGROUND

Our approach centers on clean, purposeful design tailored to each client’s objectives, site parameters, and budget.

We have delivered multifaceted designs nationwide, including work for hotels, resorts, condominiums, and gated communities. Every project is executed in strict accordance with governing guidelines, local regulations, and code requirements.



Residential Naples, Fl

EXPERIENCE

With more than two decades of industry and local market experience, our firm has cultivated a robust network of trusted vendors, trade professionals, pool builders, and contractors.

This depth of collaboration—founded on open communication, proven reliability, and mutual trust—enables us to add distinct value to every project through streamlined coordination, responsive problem-solving, and strong community alignment.





Residential, Naples, Fl

Our Philosophy

We approach each project with clarity, restraint, and intention.
Our focus is on solutions that are functional, durable, and appropriate for long-term public use.

"Our goal is to create environments that perform well over time-

NOT JUST VISUALLY, BUT OPERATIONALLY."



Residential Bonita Springs, Fl

OPULENT OUTLINES LLC

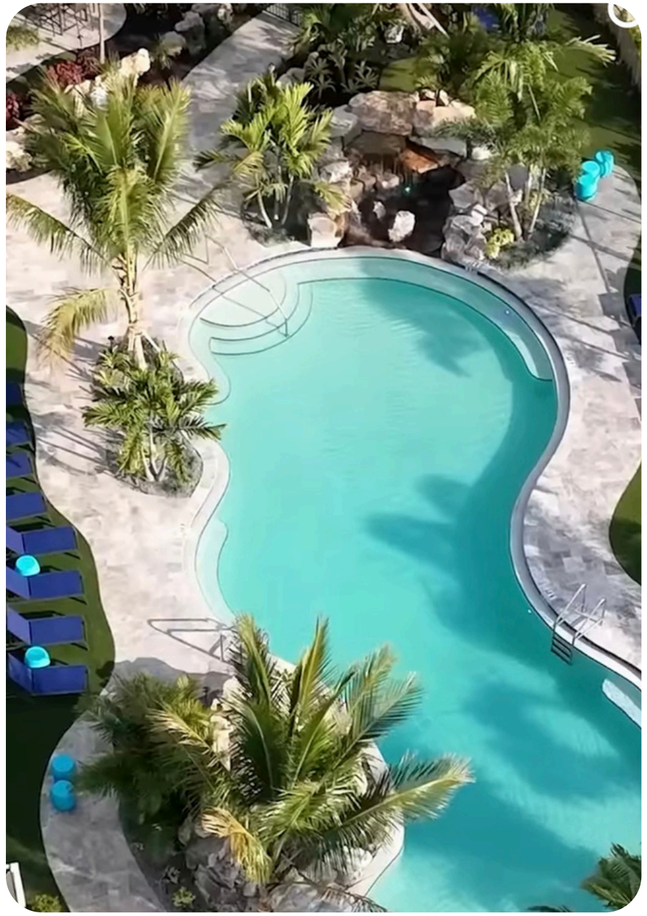
PREPARED TO MOVE FORWARD

Fully prepared to begin upon notice to proceed

Responsive and accessible team

Flexible scheduling aligned with Town priorities

Committed to collaboration throughout the process



Commercial Sarasota, FL



Commercial Sarasota, FL



Residential Estero, FL

OPULENT OUTLINES LLC

WE APPRECIATE THE OPPORTUNITY TO PRESENT TODAY AND TO BE CONSIDERED FOR THIS PROJECT.

OUR TEAM IS COMMITTED TO DELIVERING A THOUGHTFUL, COMPLIANT, AND WELL-COORDINATED DESIGN SOLUTION THAT ALIGNS WITH THE TOWN'S GOALS.

WE WELCOME ANY QUESTIONS AND LOOK FORWARD TO THE OPPORTUNITY TO WORK TOGETHER.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-245**

1. **Request:**

Meeting Date: February 2, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING TETRA TECH, INC. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFQ-26-03-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES NORTH ISLAND WATER TOWER PROJECT; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

In order to utilize grant funding received through the CDBG-DR program, the Town must secure an engineering/design firm for the North Tower project through the RFQ process.

What the action accomplishes:

Approves the rankings of the two firms, and allows the Town Manager or designee to initiate negotiations with the top ranked firm if authorized and bring back a negotiated agreement for approval by the Town Council.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Jason Freeman, Deputy Town Clerk / Legislative Liaison, Jeff Hauge, Community Services Director

5. **Background:**

From the Request for Qualifications: ***The Town of Fort Myers Beach, Florida, is seeking Statements of Qualifications (SOQs) from Florida-licensed professional engineering firms to provide engineering, design, permitting, and construction oversight services for the rehabilitation of the North Island Water Tower Complex. This project is funded through the Community Development Block Grant Disaster Recovery (CDBG-DR) Critical Infrastructure Program, administered by Lee County.***

Engineering services procured under this RFQ must adhere to 2 CFR 200.317-327, Florida Statutes, and all applicable federal, state, and local regulations.The North Island Water Tower Complex was severely damaged by Hurricane Ian, leaving the Town dependent on a single remaining potable water tank. This project is a critical infrastructure initiative to ensure resilient, secure, and sustainable potable water access for residents and businesses in Fort Myers Beach.

Through this solicitation, the Town seeks an experienced, engineering, and design firm to provide comprehensive professional services that align with FEMA flood mitigation guidelines, CDBG-DR program requirements, and sustainable development best practices. The project will not only restore these vital community assets but also integrate resilient infrastructure solutions to protect against future climate-related threats.

Pursuant to Sec. 2-480(h)(1) of the Town's Code of Ordinances and the Consultant's Competitive Negotiation Act (CCNA), contracts for professional services consisting of Architecture, Professional Engineering, Landscape Architecture or Registered Land Surveying must be competitively negotiated in accordance with the requirements of Section 287.055 F.S.

within statutory thresholds. In addition, the Town competitively bids for other professional services as further described below.

The Town re-solicited this project under RFQ-26-03-AD, with responses due in November 2025 and the Town receiving two responses from Dunham Engineering and Tetra Tech.

In accordance with the Town of Fort Myers Beach Purchasing Ordinance 24-11, Sec 2-480 (14) the Selection Advisory Committee (SAC) consisting of a minimum of three members, may be established for the purpose of evaluating bids submitted to the Town. All members of the SAC are prohibited from speaking, answering questions or having contact with any potential bidder. The SAC will review the bid and response materials prior to the SAC meeting. The committee evaluates each firm's qualifications based on past experience, express understanding of the project and proposed method of handling the project and any other criteria included for evaluation.

The Town's SAC, consisting of the Deputy Town Manager, Community Services Director, and Community Development Director, was established for the purpose of evaluating the Request for Qualifications proposals received by the Town, and met on the 9th day of December 2025 to evaluate each firm's qualifications. At the noticed public meeting, the firms were publicly evaluated based upon the established criteria within the Request for Qualifications document, and the two firms were then invited for a public interview and discussion, which occurred on January 12, 2026 in which the Selection Advisory Committee announced and deemed an ordered list of Tetra Tech Inc. and then Dunham Engineering to be the most responsive and qualified to perform the required services after their evaluation as a recommendation to the Town Manager.

The Town Manager, after reviewing the SAC recommendation, has forwarded this to the Town Council for consideration during a regularly scheduled meeting. The Town Council is requested to review the rankings and qualifications of the firms and vote to accept, reject or modify the rankings by the Town Manager. The Town Council is requested to also direct the Town Manager or designee to initiate negotiations with the top ranked firm if authorized.

Attachments:

1. NS 26-017, SAC Rankings for RFQ-26-03-AD North Tower Engineering (1)
2. RFQ 26-03-AD North Island Water Tower Complex Nov 24
3. Addendum 1 RFQ-26-03-AD North Tower
4. Affidavit of Publication RFQ-26-03-AD
5. Dunham Engineering Affidavit of Compliance
6. Dunham Engineering Bidding document
7. Dunham Engineering Fort Myers SOQ
8. Dunham Engineering RFQ Form A - Qualification Statement
9. Dunham Engineering RFQ Form B - Reference Form
10. Dunham Engineering RFQ Form D - Responder's Certification
11. Tetra Tech Bidding document
12. Tetra Tech RFQ Form A - Qualification Statement (1)
13. Tetra Tech RFQ Form B - Reference Form (1)
14. Tetra Tech RFQ Form D - Responder's Certification (1)
15. RFQ-26-03-AD SAC Evaluation Matrix Combined
16. SAC RFQ-26-03-AD DRAFT Minutes
17. Dunham Fort Myers Beach North Tower SAC Interview Presentation
18. Tetra Tech SAC Interview FMB Presentation

Financial Impact:

Payment for these services will be funded in part or in whole by a U. S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program.
Responders are required to comply with all Federal Grant Requirements, 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications.

6. **Alternative Action**
Do not accept the recommendations and potentially rebid the solicitation.

7. **Management Recommendations:**
Accept the recommendation and authorize the Town Manager to negotiate an agreement with the top-ranked firm.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 1/15/2026
Joe Onzick, Finance Director	Approved - 1/16/2026
nancy stuparich, Town Attorney	Approved - 1/22/2026
Amy Baker, Town Clerk	Approved - 1/23/2026
William McKannay, Town Manager	Final Approval - 1/23/2026

RESOLUTION NUMBER 26-017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING TETRA TECH, INC. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFQ-26-03-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES NORTH ISLAND WATER TOWER PROJECT; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRM; 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, pursuant to a competitive procurement process in compliance with state law and Town Code, RFQ-26-03-AD entitled "Fort Myers Beach Engineering & Architectural Services North Island Water Tower Project" was solicited for the third time in October of 2025 after cancellation of the previous Request for Qualifications; and

WHEREAS, the Town re-solicited this project under RFQ-26-03-AD, with responses due in November 2025 and the Town receiving two responses from Dunham Engineering and Tetra Tech, Inc.; and

WHEREAS, the Town's Selection Advisory Committee, consisting of the Deputy Town Manager, Community Services Director, and Community Development Director, was established for the purpose of evaluating the Request for Qualifications proposals received by the Town and met on the 9th day of December 2025 to evaluate each firm's qualifications; and

WHEREAS, the firms were evaluated based upon the established criteria within the Request for Qualifications document and were both invited for a public interview and discussion, which occurred on January 12, 2026, in which the Selection Advisory Committee announced and deemed an ordered list of Tetra Tech Inc. and then Dunham Engineering to be the most responsive and qualified to perform the required services after their evaluation, and made a recommendation to the Town Manager to accept the ranking and determination; and

WHEREAS, this recommendation has now been forwarded to the Town Council by the Town Manager for consideration during a regularly scheduled meeting following the Town's procurement procedures; and

WHEREAS, the Town Council is requested accept the Town Manager's recommendation on the ranking and determination of the firm as responsive and qualified, and direct the Town Manager to initiate negotiations with the top ranked firm.

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

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

Section 2. The Town Council has reviewed the qualifications of both of the firms based on the criteria in the bid and recommendation of the Town Manager, and finds Tetra Tech, Inc. to be the most responsive and qualified firm for the desired services.

Section 3. The Town Manager, or his designee, is authorized to initiate negotiations with the firm and seek Town Council approval of the final agreement.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecaa Link, Council Member	___
VACANT, Council Member	___

ADOPTED this ___ day _____ 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____

Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of _____ 2026.

THE TOWN OF FORT MYERS BEACH

REQUEST FOR QUALIFICATIONS

RFQ 26-03-AD

DATE ISSUED: Tuesday, October 21, 2025

Electronic responses are to be submitted via Demandstar.com

Monday, November 24, 2025, by 8:00 AM

To:
TOWN OF FORT MYERS BEACH
VIA DEMANDSTAR.COM

QUALIFICATION OPENING: November 24, 2025, at 8:30 AM

Fort Myers Beach Engineering & Architectural Services
North Island Water Tower

Town of Fort Myers Beach

6231 Estero Blvd
Fort Myers Beach, FL 33931

LEGAL NOTICE TO RESPONDERS

NOTICE IS HEREBY given that **sealed electronic responses** will be received by the TOWN OF FORT MYERS BEACH electronically through www.demandstar.com until 8:00 AM LOCAL TIME on Monday, November 24, 2025. Responses will be opened at 8:30 AM, Monday, November 24, 2025, at the Town of Fort Myers Beach Town Hall located at 6231 Estero Boulevard, Fort Myers Beach, Florida 33931. Any responses received by the Town after the above date and time shall remain unopened.

PROJECT: Fort Myers Beach Engineering & Architectural Services North Island Water Tower

Payment for these services will be funded in part or in whole by a U. S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Responders are required to comply with all Federal Grant Requirements, 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications.

INTRODUCTION: The Town of Fort Myers Beach, Florida, is seeking Statements of Qualifications (SOQs) from Florida-licensed professional engineering firms to provide engineering, design, permitting, and construction oversight services for the rehabilitation of the North Island Water Tower Complex. This project is funded through the Community Development Block Grant Disaster Recovery (CDBG-DR) Critical Infrastructure Program, administered by Lee County. Engineering services procured under this RFQ must adhere to 2 CFR 200.317-327, Florida Statutes, and all applicable federal, state, and local regulations.

The North Island Water Tower Complex was severely damaged by Hurricane Ian, leaving the Town dependent on a single remaining potable water tank. This project is a critical infrastructure initiative to ensure resilient, secure, and sustainable potable water access for residents and businesses in Fort Myers Beach.

Through this solicitation, the Town seeks an experienced, engineering, and design firm to provide comprehensive professional services that align with FEMA flood mitigation guidelines, CDBG-DR program requirements, and sustainable development best practices. The project will not only restore these vital community assets but also integrate resilient infrastructure solutions to protect against future climate-related threats.

The official response documents and project specifications shall be obtained from www.demandstar.com. If you do not have Internet access, you may obtain the documents by contacting the Town at bids@fmbgov.com

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town of Fort Myers Beach, to waive any informalities in any responses; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in responses received, and/or to reject any or all responses.

Ordering Instructions: The official Documents (project specifications and drawings) shall be obtained from Demandstar.com at www.demandstar.com

RESPONDENTS must furnish the TOWN with a mailing address, e-mail address, phone number for contact purposes. It shall be the RESPONDER'S sole responsibility to keep all such information current with the TOWN until the execution of a contract by the TOWN for this project. If the official documents are not obtained directly from Demandstar.com, or are modified in any manner, the response **will not** be accepted for consideration by the TOWN.

Complete sets of Documents must be used in preparing the Response. The TOWN will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Qualification Documents.

QUESTIONS about the meaning or intent of the RFQ documents must be directed in writing via e-mail to bids@fmbgov.com. **No verbal inquiries will be accepted.** Questions received less than seven (7) days prior to the submittal date may not be answered. All properly received questions will be answered by written addenda and will be binding. Oral and other interpretations or clarifications that are not contained in an official addendum will be without legal effect. All addenda shall be signed by the Respondent as acknowledged and incorporated

with the submittal.

SUBMITTAL OF RESPONSE

RESPONSE SUBMITTALS MUST COMPLY WITH THE FOLLOWING TO BE VALID:

Responses must be electronically submitted via Demandstar.com and identified as

Fort Myers Beach Engineering & Architectural Services North Island Water Tower

Any questions regarding the use of Demandstar for submittal should be directed to Demandstar prior to the response's due date.

ALL REQUIRED FORMS MUST BE ELECTRONICALLY SUBMITTED THROUGH DEMANDSTAR.COM**. FAILURE TO COMPLY AND SUBMIT MAY RESULT IN DISQUALIFICATION OF THE RFQ**.

The TOWN reserves the right to waive informalities in any responses; to reject any or all responses with or without cause; and/or to accept the response that in its judgment will be in the best interest of the TOWN.

The TOWN is not responsible for any cost incurred by any RESPONDERS in preparing these RFQ Documents.

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PART I: RFQ GENERAL INFORMATION

For the purposes of this Request for Qualifications (RFQ): **Responder** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFQ. **Town** shall mean the Town of Fort Myers Beach, Town Manager, as applicable, and any officials, employees, agents, and elected officials.

A. GENERAL INFORMATION

INVITATION TO PROPOSE; PURPOSE

The Town solicits RFQ's from responsible Responders to perform work for or provide goods and/or services to the Town as specifically described in Part II, Statement of Work.

ACCOMODATION FOR DISABILITIES

Prospective Responders with disabilities requiring accommodation to attend the pre-Qualification meeting or to otherwise participate in this RFQ process should contact the Town Clerk's Office as promptly as possible to allow the Town to examine the request and determine what if any accommodation is possible.

DEVIATION FROM SPECIFICATION

Any deviation from specifications must be clearly stated, explained in detail, and accepted by the Town in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

INFORMALITIES

The Town reserves the right to both waive any informality in RFQ and to determine, in its sole discretion, whether or not, the informality is minor.

INFORMATION AND LITERATURE

Responders are to furnish all information and literature requested. Failure to do so may be cause for rejection.

RESPONSIBLE RESPONDER

A contractor, business entity or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance in accordance with Town Ordinance 24-11.

RESPONSIVE RESPONDER

A contractor, business entity or individual which has submitted a proposal that fully conforms in all material respects to the RFQ and all of its requirements, including requirements as to form and substance in accordance with Town Ordinance 24-11.

AGREEMENT AWARDS

The Town Council anticipates entering into an agreement with the Responder who submits the response judged by the Town to be most responsive and responsible. The Town anticipates the awarding of one contract but reserves the right to award more than one

contract if it is in its best interest. If the Town selects a Response, the Town will provide a written notice of the award.

The Town reserves the right to reject responses containing any additional terms or conditions not specifically requested in the original conditions and specifications.

The Responder understands that neither this RFQ nor the notice of award constitutes an agreement or a contract with the Responder. A contract or agreement is not binding until a written contract, or agreement has been approved as to be formed by the Town Attorney and has been executed by both the Town (with Council approval, if applicable) and the successful Responder.

If an agreement is awarded, the agreement will not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all available required work in-house or by any other means it so desires. No amount of work is guaranteed upon the execution of a Professional Service Agreement. A consultant or multiple consultants may be selected for any, some or all services being solicited hereunder. The Town reserves the right to add or delete, at any time, any or all tasks or service associated with the Agreement.

PROPOSED EXPENSES

The response should be prepared simply and economically, providing a straightforward, concise description of the responders' ability to fulfill the requirements of the response. No out-of-scope services shall be provided in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Town will not pay a retainer or similar fee. The Town is not responsible for any expenses that the proposer may incur in preparing and submitting proposals called for in this request. The Town will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the proposer. The Town will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodation, etc.).

INQUIRIES

The Town will not respond to oral inquiries. Responses may be mail or email written inquiries for interpretation of this RFQ to the attention of the Contract and Procurement Specialist.

bids@fmbgov.com Please mark the correspondence "RFQ-26-03-AD QUESTION".

The Town will respond to written inquiries received no later than seven (7) working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It is the sole responsibility of a Responder to remain informed as to any changes to the RFQ.

DELAYS

The Town may postpone scheduled due dates at its sole discretion. The Town will attempt to notify all registered Responders of all changes in scheduled due dates by written addenda.

COMMITTEE MEETINGS AND NOTIFICATIONS

Notice of the Evaluation Committee meetings will be posted with reasonable advanced notice in advance of such meetings. Responders are responsible for checking the following locations for updates on this response's status: physical posting at Town Hall, a link to which may be found on the Town's web page www.fmbgov.com.

Pursuant to Florida Statutes § 286.0113, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements of Florida Statutes § 286.011 and Art. I, § 24(b) of the Florida Constitution.

TAX EXEMPTIONS
The Town of Fort Myers Beach is tax exempt.

RESPONDERS SUBMISSION
RESPONDER MUST COMPLY WITH THE FOLLOWING TO BE VALID:

Responses must be electronically submitted via Demandstar.com and identified as

Fort Myers Beach Engineering & Architectural Services North Island Water Tower

RFQ-26-03-AD

Any questions regarding the use of Demandstar for submittal should be directed to Demandstar prior to the qualification due date.

ALL REQUIRED FORMS MUST BE ELECTRONICALLY SUBMITTED THROUGH THE DEMANDSTAR.COM**. FAILURE TO COMPLY AND SUBMIT MAY RESULT IN DISQUALIFICATION OF THE RESPONSE**.

The TOWN reserves the right to waive informalities in any proposals; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the TOWN.

The TOWN shall not be responsible for any cost incurred by any RESPONDER in the preparation of these RFQ Documents.

B RESPONDERS FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Responders shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Response in ink. All information submitted by the Responder shall be printed, typewritten, or completed in ink. Responses shall be signed in ink.

All responses shall be submitted as specified in this RFQ. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the Responder must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the RFQ. If publications are supplied by a Responder to respond to a requirement, the response should include reference to the document number and page number. Responses lacking this reference may be considered to have no reference material included in the additional documents.

Responders shall prepare their response using the following format:

- **Letter of Transmittal (Statement of Qualifications)**
  This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the people authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, email, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

- **Title Page**
  The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, email, date, and the RFQ No. and the Project name.

- **Table of Contents**
  Include a clear identification of the material by section and by page number.

- **Organization Profile and Qualifications**
  This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

  Each Proposer must include:

  - Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
  - A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
  - Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications, qualifications, and authority.

- **Experience**
  The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFQ. Describe previous experience relating to the Scope of Work requested in this RFQ. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each.

- **Approach to Providing Services**
  This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities, and work products to be provided. This section shall also include a list of equipment the Proposer proposes to use to perform the Work in accordance with the requirements of this RFQ.

- **Additional Information**
  Any additional information which the Proposer considers pertinent for

consideration should be included in a separate section of the proposal.

- **Addenda (if applicable)**

  The Proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Proposer should include a signed copy of each addendum in the proposal package.

C. PROPOSAL – PROCEDURAL INFORMATION

- **Interviews**

  The Town reserves the right to conduct personal interviews or require presentations prior to award. The Town is not responsible for any expenses which Responders may incur in connection with a presentation to the Town or related in any way to this RFQ.

- **Request for Additional Information**

  The Proposer shall furnish such additional information as the Town may reasonably require. This includes information which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide the additional information requested may result in disqualification of the proposal.

- **Proposal Acknowledgement**

  By submitting a proposal, the proposer certifies that it has completely reviewed the RFQ and has full knowledge of the scope, nature, and quality of work to be performed.

- **Proposals Binding**

  All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120-day period. In such a case, the Proposer may choose whether or not to continue to honor the proposal terms.

  Alternate Proposals An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFQ which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFQ. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFQ. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

- **Proposer's Certification Form**

  Each Proposer shall complete the "Proposer's Certification" form included as RFQ Form D and submit the form with the proposal. This form must be acknowledged before a notary public with a notary seal affixed on the document.

D. PUBLIC RECORDS

The Responder is required to comply with the provision of F.S. 119.0701. Specifically, the

Responder is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Responder 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 Responder 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, 6231 ESTERO BLVD, FORT MYERS BEACH, FLORIDA 33931.

Pursuant to Section 119.071(2) Florida Statutes: Sealed proposals, proposals or replies received by the Town pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such a time as the Town provides notice of its intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

E. CONFIDENTIALITY PROVISION:

In accordance with Florida Statute 337.168, a document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07 (1) until the contract for the project has been executed or until the project is no longer under active consideration. The bid analysis and monitoring system of the department is confidential and exempt from the provisions of F.S. 119.07 (1). This exemption applies to all system documentation, input, computer processes and programs, electronic data files, and output, but does not apply to the actual source documents, unless otherwise exempted under other provisions of law.

F. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFQ must be supplied to constitute a proposal.

G. CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA)

Evaluation of submittals shall be in accordance with the requirements of Florida Statutes Chapter 287 Procurement of Personal Property and Services; Part 1: Commodities, Insurance,

and Contractual Services, 287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties, Section (4)(b), which states: The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5)."

H. EVALUATION METHOD AND CRITERIA

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals, and senior management, before making an award.

Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation criteria may include, but is not limited to, consideration of the information required in this RFQ and the following factors:

A. Ability to meet set standards
B. Availability of qualified personnel
C. Expertise of personnel
D. Financial resources and capabilities
E. Past contracts with other governmental jurisdictions
F. Past performance records
G. Qualifications of Proposer
H. References
I. Related experience in Florida
J. Technical soundness of RFQ
K. Past history of meetings required time frames
L. Approach to work.

The Town of Fort Myers Beach will evaluate the bids received based upon the following criteria:

Relevant Project Experience Island Community Water Towers (25 points)

Description: Explain cutting-edge concepts, national best practices, and evidence-based programs Water Tower the project. Assesses the innovative qualities of the proposed approach and familiarity with recognized standards from organizations such as APA, FEMA, and NIST.

Considerations:

- Inclusion of innovative planning tools and technologies
- Alignment with national best practices and proven, research-backed strategies
- Ability to adapt and apply lessons learned from similar coastal and post-disaster contexts

Experience with CDBG-DR and Federal Procurement Procedures (25 points)

Description: Explain current and past experience with CDBG-DR and Federal Funded projects. Any issues due to CBDG-DR and Federal Procurement Procedures how the issues were dealt in respect to timelines or budget.

Considerations:

- Demonstrated experience in similar federally funded or CDBG-DR projects
- Technical competence in areas such as HUD and CDBG-DR construction procurement, quality assurance and compliance.
- Strength and relevance of key personnel and staff's expertise

Project Understanding & Technical Approach (25 points)

Description: Understanding of the Town's urgency and uniqueness for the North Island Water Tower Complex resilient infrastructure to withstand extreme weather, flooding, hurricanes, storms and winds. The North Island Tower Complex is the only source of clean water for the North residents and businesses. The technical approach with the designs, drawings and engineering scope and studies outline needs to be clear and precise Florida standards will be implemented.

Considerations:

- Depth of understanding of extreme weather conditions and Florida requirements.
- Proposed work plan, including timeline and guarantee deliverables
- Clarity in addressing Comprehensive Plan amendments and adoption process

Reference and Past Experience (15 points)

Description: Describe the expertise and experience with providing services similar to the requirements for his RFQ as well as the experience described in the Scope of the Work. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each.

Considerations:

- Expertise and Experience in similar federally funded projects
- Experience working with governmental entities

M/WBE or Veteran-Owned Business Status (10 points)

Description: Considers whether the prime or subconsultants are minority-owned, women-owned, or veteran-owned businesses, reflecting the Town's commitment to supplier diversity and compliance with 2 CFR 200.321.

Considerations:

- Prime or subconsultant status as a certified M/WBE or Veteran-Owned Business
- Demonstrated outreach or utilization of M/WBE or Veteran-Owned Business enterprises in project delivery

I. CONSULTANT QUALIFICATION AND SELECTION CRITERIA

The Town will evaluate responses based on criteria including, but not limited to and as per:

- **Project Understanding and Approach:** Demonstrated understanding of the Town's needs, clarity of proposed methodology, and originality of approach.
- **Relevant Experience and Qualifications:** Proven success in comparable post-disaster recovery particularly in coastal communities. Experience integrating HUD and FEMA Community Lifelines, addressing community-specific vulnerability, and focusing on equity.
- **Innovation and Best Practices:** Demonstrated familiarity with innovative concepts, cutting-edge technologies, national best practices (APA, FEMA, NIST), and evidence-based programs.
- **Public Engagement & Inclusivity:** Proven track record of conducting inclusive and meaningful stakeholder outreach. Ability to engage diverse populations effectively and incorporate input into the final Plan.
- **Personnel and Capacity:** Qualifications and experience of key personnel, and the capacity to complete the project on time and within budget.
- **Local Knowledge and Coordination:** Familiarity with Florida's planning framework, coastal community considerations, and demonstrated ability to avoid redundancies by building on existing plans.
- **Adherence to Federal Requirements:** Experience with CDBG-DR or similar federally funded projects, compliance with 2 CFR 200.321 for M/WBE utilization, and readiness

to meet all reporting and documentation requirements.

Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection advisory committee (the "Committee") as per Ordinance 24-11. Either the Town Manager or the Committee will review all proposals received and establish a list of selected Responders deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Council and the Town Council shall make a final award. The Town Manager, the Committee or the Town Council may request oral presentations from the Responders. Responders are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

J. REPRESENTATIONS AND WARRANTIES

In submitting an RFQ, Responder warrants and represents that:

a. The Responder has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.

b. Responder has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and “site” conditions that may affect cost, progress, and performance of goods and/or services in their response.

c. Responder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.

d. If applicable, Responder has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFQ and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Responder , including safety precautions and programs incident thereto.

e. Responder has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFQ and any addenda thereto, and the written resolution thereof by the Town is acceptable to Responder.

f. The RFQ is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.

g. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFQ or contract.

K. TOWN CONTRACT

The selected Proposer is expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney. A sample of the agreement is attached for reference and may need to be modified by the Town before execution of the official agreement.

End of Part I

PART II– SCOPE OF SERVICES AND WORK

Project Background

The North Island Water Tower Complex is one of two potable water facilities serving Fort Myers Beach. The facility was severely impacted by Hurricane Ian, with damage including:

- Destruction of the existing water storage tank (deemed unusable after inspection).
- Flooding of lower-level pump buildings, damaging all above-ground valves and pumps.
- Loss of maintenance equipment storage areas due to storm surge (15 feet of inundation).
- Security vulnerabilities due to loss of fencing and monitoring systems.

The Town proposes rehabilitating the North Island Water Tower Complex with resilient infrastructure designed to withstand extreme weather, flooding, and climate-related hazards. All components must comply with FEMA flood elevation standards, ensuring that critical infrastructure remains operable during future storm events.

Scope of Work

The selected engineering firm shall provide professional engineering and design services to support the rehabilitation of the North Island Water Tower Complex. The scope includes, but is not limited to:

- **Preliminary Engineering and Design**

1. Site Assessment and Due Diligence
    - Conduct surveying, geotechnical investigations, and environmental assessments.
    - Identify required permits and approvals (local, state, and federal).
    - Evaluate FEMA flood elevation and storm surge data to ensure compliance.
    - Provide conceptual design alternatives for review by the Town.

2. Final Engineering Design
    - Prepare detailed engineering plans, specifications, and cost estimates.
    - Design a new water storage tank, engineered to withstand extreme weather events.
    - Develop plans for the control building, ancillary structures, and equipment housing.
    - Elevate critical mechanical and electrical components above base flood elevation (BFE).
    - Incorporate resilient and sustainable infrastructure for climate adaptation.
    - Include advanced security measures (fencing, surveillance, and access controls).

- **Permitting and Environmental Compliance**

  1.Obtain all necessary local, state, and federal permits, including:
    - Florida Department of Environmental Protection (FDEP) permits.
    - South Florida Water Management District (SFWMD) approvals.
    - FEMA National Flood Insurance Program (NFIP) compliance.
    - Any other environmental and construction-related permits.

  2. Support the completion of the Environmental Review Record (ERR) in compliance with HUD and CDBG-DR requirements.

- **Procurement and Construction Administration**

  1. Pre-Construction Services
    - Assist the Town in preparing construction documents for procurement.
    - Provide a detailed Opinion of Probable Construction Costs (OPCC).
    - Conduct pre-bid meetings and respond to bidder inquiries.

  2. Construction Oversight and Quality Assurance
    - Provide construction-phase engineering and inspection (CEI) services.
    - Oversee contractor compliance with plans, specifications, and FEMA flood elevation standards.
    - Ensure compliance with CDBG-DR requirements (e.g., Davis-Bacon Act, Section 3, and MBE/WBE participation).
    - Verify proper elevation of pumps, valves, and mechanical equipment to minimize flood risks.
    - Monitor project schedule and budget, addressing any deviations.
    - Submit weekly reports and certified payroll reviews (if applicable).

  3. Post-Construction and Project Closeout
    - Conduct final inspections and testing to verify system functionality.
    - Develop and submit as-built drawings.
    - Ensure project closeout compliance with HUD and CDBG-DR requirements.
    - Provide warranty support and recommendations for long-term maintenance.

PERIOD OF PERFORMANCE, AND COMPLIANCE AND STANDARDS

Period of Performance

The exact period of performance will be negotiated with the selected Consultant and incorporated into the contract. The Consultant will be expected to adhere to the approved schedule, meet agreed-upon milestones and deliverable deadlines, and provide timely updates on project status.

Compliance and Standards

All services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2 CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan updates.

TECHNICAL REQUIREMENTS

MINIMUM REQUIREMENTS

In order to be deemed responsive and considered for contract award, each proposer shall satisfy the following mandatory minimum requirements:

1. The proposer shall be authorized to do business in Florida and Lee County.
2. The proposer shall have a minimum of (3) Years' Experience
3. The proposer shall have verified references from the past (2) Years' or present contracts for services similar to the services requested herein.
4. Appropriate licensure and insurance required for completion of the project.

INSURANCE AND LICENSES REQUIREMENTS

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

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

$1,000,000 per occurrence
$1,000,000 General Aggregate
$1,000,000 Aggregate for Bodily Injury Liability
$3,000,000 products and completed operations

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

$2,000,000 Combined Single Limit (CSL) or
$1,000,000 Injury per person
$1,000,000 Aggregate Bodily injury per accident
$1,000,000 Property damage per accident

With coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

Employer's liability with a minimum limit per accident in accordance with statutory requirements.

Workers Compensation – Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation Insurance to comply for all employees for statutory limits in compliance with the applicable State and Federal laws.

Error and Omission – Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services:

$1,000,000 Per Occurrence

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

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFQ. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Fort Myers Beach as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days' written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change, or adequate protection of the Town is not presented. Responder, by submitting a Response, agrees to abide by such modifications.

END OF PART II

PART III– FEDERAL AND STATE

A. STATE REQUIRED CONTRACTUAL TERMS AND CONDITIONS

VENDOR LIST CERTIFICATIONS The Town requires a certification from Responder that their firm is not on the following Vendor List maintained by the Florida Department of Management Services. The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists.

- Forced Labor Vendor List
    - In accordance with Florida Statue 2887.1346, Florida Statute, "Forced labor vendor list" (list), means the list required to be created and maintained by the department pursuant to paragraph (4)(d). Paragraph 4d, the department shall create and maintain a forced labor vendor list that contains the name and address of each company that has been disqualified from the public contracting and purchasing process under this section. The department shall publish an updated version of the list quarterly. The updated quarterly list shall be electronically posted on the department's website

- Convicted Vendor List/Public Entity Crimes
    - In accordance with Section 287.133(2)(a), Florida Statute a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

- Discriminatory Vendor List
    - In accordance with Section 287.134, Florida Statute an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or relay on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction of repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- Suspended Vendor List
    - In accordance with Section 287.1351, Florida Statute an vendor that is in default on any contract with an agency or has otherwise repeatedly demonstrated a recent inability to fulfill the terms and conditions of previous state contracts or to adequately perform its duties under those contracts may not submit a bid, proposal, or reply to an agency or enter into or renew a contract to provide any goods or services to an agency. The term "vendor" means a person or an entity that provides goods and services to an agency under a contract or submits a bid, proposal, or reply to provide goods or services to an agency.

- Antitrust Violation List
    - In accordance with Section 287.137, Florida Statute a person or an affiliate who has been placed on the antitrust violator consultant list following a conviction or being held

civilly liable for an antitrust violation may not submit a bid, proposal or reply for any new contract to provide any goods or services,

- Anti-Lobbying Clause (Cone of Silence)
    - In accordance with Section 287.057(23), Florida Statute, respondents to this solicitation or persons acting on their behalf may not contact, communicate with and/or discuss any matter relating in any way between the release of the solicitation and the end of the agency posting. Violation of this provision may be grounds for rejecting a response.

- Scrutinized List of Prohibited Companies
    - In accordance with Section 287.135 Florida Statute, prohibits state and local government entities from contracting with companies that are on the Scrutinized Companies List. Also prohibits companies that are engaged in certain business practices from contracting with these entities.

- Federal Excluded Parties List
    - An excluded party is any individual or entity that has been suspended or debarred from doing business with federal funds. Typically, a suspended individual or entity can not receive federal funds for a set time period or until specific requirement is met.

FLORIDA CIVIL RIGHT ACT The Contractor shall comply with Chapter 760, Florida Statutes, which states that the contractor shall comply with the Florida Civil Rights Act of 1992, which states that individuals in the state are free from discrimination because of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.

AFFIRMATIVE ACTION AND NONDISCRIMINATION Obligations of Contractors and Subcontractors Regarding Special Disabled Veterans, Veterans of the Vietnam Era, Disabled Veterans, Recently Separated Veterans, Active-Duty Wartime or Campaign Badge Veterans, and Armed Forces Service Medal Veterans

EQUAL OPPORTUNITY CERTIFIED Suppliers, Contractors and/or Vendors that operate under Disadvantage Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE) and/or Veteran Business Enterprise (VBE) should not be excluded in the bidding process.

LOCAL GOVERNMENT PROMPT PAYMENT ACT In accordance with Section 218.70, Florida Statute, the Town shall make payment of all sums properly invoiced within thirty (30) days of the Town's receipt of such invoice. Town shall pay contract amount of such invoice within thirty (30) day period. If Town shall give such notice to the contractor within such fifteen (15) day period, such dispute over the proper amount of such invoices shall be resolved, and after final resolution of such disputes, Town shall promptly pay the contractor the amount so determined, less any amounts previously paid by Town with respect to such invoice, In the event it is determined that Town has overpaid such invoice, the contractor shall promptly refund to the Town the amount of such overpayment.

PUBLIC QUALIFICATION DISCLOSURE Per Florida Statute 218.80, there are no permit fees for this project, therefore permitting fees to be paid by contractor is zero dollars.

BACKGROUND SCREENING In accordance with Florida Statute 435, all employees required by law to be screened must undergo background screening as a condition of employment and continued

employment which includes, but need not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.

CONTRACTING WITH ENTITIES OF FOREIGN COUNTIES OF CONCERN PROHIBITED Pursuant to Florida Statute 607.1501(1), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

a. The entity is owned by the government of a foreign country of concern.
b. The government of a foreign country of concern has a controlling interest in the entity; or
c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern; or
d. Foreign corporations are prohibited from transacting business in Florida until the corporation obtains a certificate to do business from the state department.

Beginning January 1, 2024, a governmental entity may not accept a proposal on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c). The Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates this section.

PROHIBTION AGAINST CONSIDERING SOCIAL, POLITIAL, OR IDEALOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING In accordance with Florida Statute 287.05701 the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

INSPECTOR GENERAL COOPERATION In accordance with Florida Statutes § 20.055(5), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

BUSINESS RELATIONSHIP DISCLOSURE REQUIREMENT Sections 112.313(3), 112.313(7) and 112.317, F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled** *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (*Required by § 112.313(12)(b), F.S.*)* to be completed and **returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED

DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.00.

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

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

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the proposer does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the proposer or keep and maintain public records required by the public agency to perform the service. If the proposer transfers all public records to the public agency upon completion of the contract, the proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the proposer keeps and maintains public records upon completion of the contract, the proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

(e) Pursuant to Section 119.0701(2)(a), Florida Statute

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

TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FLORIDA 33931

(239)765-0202
FMBPublicrecords@fmbgov.com

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

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

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

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

COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at

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

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

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

ATTORNEY'S FEES AND COSTS Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

PUBLIC ENTITIES CRIME OR CONVICTED VENDOR LIST Proposer agrees and assumes a continuous duty to disclose to the Town if the Proposer or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

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

ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM The Town has not given preference or requested documentation from the Proposer based on Proposer's social, political or ideological interest. Proposer agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

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

NO COERCION FOR LABOR OR SERVICES The Proposer swears under penalty of perjury that the Proposer does not use coercion for labor or services as defined as follows:

"Coercion" means:

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

B. FEDERAL CONTRACTUAL REQUIREMENTS (HUD)

NO LOBBYING; REQUIRED AFFIDAVIT
After the issuance of any solicitation, or during renegotiation of an existing contract, no prospective

offerors or their agents, representatives or persons acting at the request of such offerors shall contact, communicate with, or discuss, either in person, by phone, email or text message, any matter relating to the solicitation or the renegotiation with any Town officers, agents or employees (including the Town council and Town manager) other than the purchasing agent designated in the solicitation, unless otherwise provided for in the solicitation or otherwise directed by the designated purchasing agent or procurement official. This prohibition includes copying such persons on written communications with the purchasing agent but does not apply to presentations made to evaluation committees or at a council meeting where the council is considering approval of a proposed contract. The prohibition ends upon execution of the final contract or when the solicitation has been canceled, or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the council directing renegotiation or on issuance of a written notice from the procurement official to the existing contractor instituting a renegotiation process. **Failure of businesses seeking to conduct business with the Town to strictly adhere to this section will result in the offender's proposal, proposal or response being disqualified from further consideration, and may also result in the suspension or debarment of the offending business.**

As part of its proposal submission, each Responder must submit the attached Affidavit acknowledging the foregoing Code provision and attesting compliance therewith.

NON-COLLUSION AFFIDAVIT As part of its response submission, each Responder must submit the attached Non-Collusion Affidavit.

CONFLICT OF INTEREST DISCLOSURE As part of its proposal submission, each Responder must submit the attached certification confirming that the proposal was not influenced by or the result of collusion with any other actual or potential Responder, and is not otherwise in violation of federal, state, associate, or agent which is also an officer or employee of the Town or of its agencies. Offerors must disclose the name of any officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

ANTI-DISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY The successful Responder will be required, during the term of its performance, to refrain from discrimination against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin.

REHABILITATION ACT OF 1973 SECTION 504 AS AMENDED Contractor or Consultant shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

AMERICANS WITH DISABILITIES ACT OF 1990 Contractor or Consultant shall comply with Public Law 101-336, Americans with Disabilities Act of 1990, which provides, subject to such Act, that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

This project is funded in part or in whole by: U. S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Responders are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200 and 24 CFR

part 570, terms, conditions, and specifications which apply as follows:

BYRD ANTI-LOBBYING AMENDMENT
31 U.S.C. § 1352 (as amended). Contractors who responds/propose for an award of $100,000 or more shall file the required certification (Exhibit IV). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the recipient who in turn will forward the certification(s) to the awarding agency.

SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of Chapter 2 Code of Federal Regulations. As such, a contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the Town of Fort Myers Beach. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Fort Myers Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The proposer or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SUBCONTRACTS The CONTRACTOR or sub- CONTRACTOR must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage

determination(s) in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime

contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

ACCESS TO RECORD The Contractor agrees to provide the Town of Fort Myers Beach, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

In compliance with the Disaster Recovery Act of 2018, the Town of Fort Myers Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

RECORDS AND RETENTION UNDER COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER (CDBG-DR) PROGRAM The Contractor or Consultant agrees to maintain such records and follow such procedures as may be required under the CDBG-DR Program and any such procedures as the Town may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. All such records and all other records pertinent to the Agreement and work or services performed thereunder shall be retained by the Contractor or Consultant for a period of three years after a final audit of the Town's CDBG-DR project unless a longer period is required to resolve the audit findings or litigation. In such cases, the Town shall request a longer period of record retention.

Access to records and site where appropriate, the Town and other authorized representatives of the county and federal government shall have access to any books, documents, papers, and records of the Contractor or Consultant that are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor or Consultant agrees to provide the Town, Lee County, the federal agencies with interest in the Agreement or any of the activities undertaken pursuant thereto, or their authorized representatives access to construction or other work sites, if any, pertaining to the work being completed under this Agreement.

Audits, the Town, the County Auditor, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG-DR project and the Agreement by whatever legal and reasonable means are deemed expedient by the Town, the County Auditor, and HUD.

Compliance with laws and Indemnification the Agreement is funded in whole or in part with CDBG funds through the Town's Community Development Block Grant Program, as administered by the Lee County's United States Department of Housing and Urban Development (HUD) award. The Contractor or Consultant shall comply with those regulations and restrictions normally associated with federally funded programs and any other requirements that the county may prescribe, whether herein recited. The Contractor or Consultant shall comply with all applicable laws, ordinances and codes of the county and local government. The Contractor or Consultant shall indemnify and hold the Town, its officials, agents, and employees harmless with respect to any damage arising or alleged to arise from any act

performed by the Contractor or Consultant or which should have been performed by the Contractor or Consultant in performing any of the obligations under the Agreement.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS This is an acknowledgement that ARPA and/or FEMA financial assistance/grants may be used to supplement all or a portion of the contract. If so, the proposer will comply with all 16 applicable Federal law, regulations, executive orders, FEMA and ARPA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT The Federal Government will not be a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CHANGES Either party may request modification of the provisions of this Agreement including the not to exceed amount, duration, scope, and rate(s). Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

TERMINATION FOR CAUSE If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the Town of Fort Myers Beach, shall thereupon have the right to terminate this Contract for cause by giving written notice to Contractor of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Contractor under this Contract shall become the property of the Town of Fort Myers Beach, and Contractor shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the Town of Fort Myers Beach, in its sole discretion. Notwithstanding the above, Contractor shall not be relieved of liability to the Town of Fort Myers Beach for damages sustained by the Town of Fort Myers Beach by virtue of any intentional and/or negligent act or omission or any breach of the Contract by Contractor, and the Town of Fort Myers Beach may withhold any payment for the purpose of reasonable setoff until such time as the exact amount of damages due the Town of Fort Myers Beach from Contractor is determined. Contractor agrees that the Town of Fort Myers Beach shall have all rights and remedies afforded to it at law to recover any damages sustained by the Town of Fort Myers Beach in connection with the work performed by Contractor under the Contract. In the alternative, the Town of Fort Myers Beach shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice the enforcement of any other right or remedy allowed at law or in equity.

TERMINATION FOR CONVENIENCE The contractor or the Town of Fort Myers Beach may terminate this contract for its convenience at any time by giving at least thirty (30) calendar days' notice in writing to the other party. If the Contract is terminated by the Town of Fort Myers Beach and/or Contractor as provided herein, Contractor will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the Town of Fort Myers Beach, in its sole discretion.

EQUAL EMPLOYMENT OPPORTUNITY The regulation at 41 C.F.R. Part 60-1.4(b) requires the

insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Pursuant to Subsection (F) of Appendix II to 2 C.F.R. Part 200, if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

DAVIS-BACON ACT If this Contract is subject to a requirement by the Federal program legislation related to the funding award, the Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The Contractor acknowledges it is in possession of a copy of the current prevailing wage determination issued by the Department of Labor. The Contractor acknowledges that the decision of the Town to award the Agreement, and Contractor's agreement to enter a contract with any subcontractor, is conditioned upon the acceptance of the wage determination. The Town will report all suspected or reported violations to the Federal awarding agency.

The Contractor (and its subcontractors) shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The Town will report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT For contracts that are only subject to the Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where additional contract provision is required:

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Town of Fort Myers Beach, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Town of Fort Myers Beach, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

LIQUIDATED DAMAGES For each deliverable due date agreed to by the Project Manager and Contractor, a penalty of $500 per day will be assessed for each business day that the delivery exceeds the agreed due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES It shall be the responsibility of the Proposer to assure compliance with all other federal, state, local laws, or regulations/requirements as they may apply. Any involvement with the Town of Fort Myers Beach shall be in accordance with but not limited to:

END OF PART III

RFQ FORM A

Responder: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts and Procurement Specialist upon request.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

h. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

   i. The correct and full legal name of the Responder is:

   ii. The business is a (Sole Proprietorship) (Partnership) (Corporation).

   iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

i. Please describe your company in detail.

j. The address of the principal place of business is:

k. Company telephone number and e-mail addresses:

l. Number of employees:

m. Name of employees to be assigned to this Project:

n. Company identification numbers for the Internal Revenue Service:

o. Provide Lee County business tax receipt number, if applicable, and expiration date:

p. How many years has your organization been in business? Does your organization have a specialty?

q. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed.

r. Have you ever failed to complete any work awarded to you? If so, where, and why?

s. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Response for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

t. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFQ Form B

Responder: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts AND Procurement Specialist upon request.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

2. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

3. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

4. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

RFQ FORM C (NOT TO BE INCLUDED WITH QUALIFICATIONS)

RFQ FORM D

Responders: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

RESPONDER'S CERTIFICATION

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFQ forms, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Responder hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other Responder is interested in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder,

employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

_____
Name of Business

By: Signature

_____
Print Name and Title

_____

_____
Mailing Address

[1]STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this ____ day of _____, 20__, by means of ( ) physical presence or ( ) online notarization, personally appeared _____ as _____ of (Company Name), ( ) who is personally known to me or ( ) who has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida

My commission expires:

[1] Rev 1-28-25

RFQ FORM E
Affidavits 287.138 & 787.06

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared **(Name of affiant)**

_____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)**_____of **(Business Name)**

_____

which does business in the State of Florida, hereinafter called the "Vendor."

2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.

3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.

4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.

5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

_____
(*Signature*)

_____
(*Date*)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____day of _____20___,
by _____who has produced
(Print or Type Name)

_____as identification.
(Type of Identification)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

PART IV: SAMPLE PROFESSIONAL SERVICES AGREEMENT

SAMPLE - AGREEMENT FOR
FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____ 2025 by and between the Town of Fort Myers Beach, Florida, a municipality of the State of Florida, whose address is 6231 Estero Blvd, Fort Myers Beach, Florida 33931 ("Town"), and _____ ("Consultant"), whose address is _____.

WHEREAS, the Town desires the Consultant to provide and perform services as further described hereinafter concerning the Public Facilities Infrastructure Program ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the Town's competitive solicitation process (RFQ 26-03-AD) as provided in Purchasing Ordinance 24-11, and applicable Florida law; and

WHEREAS, funding in part or in whole shall be provided by a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Program, which requires the Consultant to comply with Federal Grant Requirements, found in 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications; and

WHEREAS, the Subrecipient Agreement for Community Development Block Grant – Disaster Recovery (CDBG-DR) Program funding for the Project between the Town and Lee County requires completion of all work under this Agreement no later than May 31, 2026; and

WHEREAS, approval of this agreement is in the best interest of health, safety and welfare to the residents of Fort Myers Beach.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

I. PRODUCTS AND SERVICES

The Consultant agrees to diligently provide all products and services for the Project in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Additionally, Consultant shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike, as set forth in Exhibit F, CDBG-DR Supplemental Conditions; Exhibit G, Certifications CDBG-DR Compliance Provisions; and Exhibit H, CDBG-DR Special Terms and Conditions, attached hereto and incorporated herein, which shall be inclusive of the original Solicitation with Consultant's executed proposal documents, grant funding provision, and addenda. Consultant shall comply strictly with all of the terms and conditions of Solicitation No. RFQ-26-03-AD, as modified by its [addendum or addenda], copies of which are on file with the Town's Clerk and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

SAMPLE

A. This Agreement shall commence on the Effective Date and shall continue until completion and delivery of the Project. The Effective Date shall be the date on which the last Party executes this Agreement.

B. The Project shall be delivered in accordance with Exhibit B Project Schedule, attached hereto and incorporated herein. The schedule shall commence on the date identified in the Notice to Proceed issued to the Consultant by the Town. All work must be completed by the completion date identified in the Notice to Proceed.

III. COMPENSATION AND PAYMENT

A. The Town shall pay the Consultant in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit C, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Consultant's submittal in response to the Solicitation, a copy of which is on file with the Town's Department of Procurement Management and is deemed incorporated into this Agreement.

B. Notwithstanding the preceding, Consultant shall not make any deliveries or perform any services under this Agreement until receipt of a Notice to Proceed. Town reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

C. All funds for payment by the Town under this Agreement are subject to the availability of an annual appropriation for this purpose by the Town. In the event of non-appropriation of funds by the Town for the services provided under this Agreement, the Town will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Consultant on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Town shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

A. The Town shall pay the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Consultant's invoice and written approval of same by the Town indicating that the products and services have been provided in conformity with this Agreement.

B. The Consultant shall submit an invoice for payment to the Town on a monthly basis (unless another payment schedule is provided in Exhibit "C") for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit C) that were provided during that invoicing period.

C. As may be specified in Exhibit C, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific

SAMPLE

line items as approved in writing by the Town.

V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the Town.

B. If the Town requires the Consultant to perform additional services or provide additional product(s) related to this Agreement, then the Consultant shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The Town shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

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

VI. LIABILITY OF CONSULTANT

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

B. This section shall survive the termination or expiration of this Agreement.

VII. CONSULTANT'S INSURANCE

A. Consultant shall procure and maintain insurance as specified in Exhibit D Insurance Requirements, attached hereto and made a part of this Agreement.

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

SAMPLE

by Consultant and its subcontractors identifying the Town as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE CONSULTANT

A. The Consultant shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by Town, supply a comparable replacement product or service.

B. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Consultant specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

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

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

TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FL. 33931
(239) 765-0202

SAMPLE

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

F. The Consultant shall comply with the requirements of the CDBG-DR Supplemental Conditions attached hereto and incorporated herein as Exhibit F; the requirements of the Certifications CDBG-DR Compliance Provisions attached hereto as Exhibit G; and the requirements of the CDBG-DR Special Terms and Conditions attached hereto as Exhibit H.

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Consultant shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Consultant to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the Town and Consultant. If the Consultant's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the Town's written approval before said changes or substitution can become effective.

C. The Consultant specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

D. In accordance with the terms set forth in the Agreement, for each consecutive calendar day of delay in achieving the completion date identified in the Notice to Proceed as set forth herein, the Vendor shall be liable to the County for liquidated damages in the amount of $500.00 per calendar day. Vendor shall not

SAMPLE

be liable for delays which are beyond their reasonable control, but shall submit a request for a Change Order to the Town extending the completion date.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. CONTRACT TERMINATION

A. MATERIAL BREACH A Consultant may be Terminated for Cause by the Town for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Consultant failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Consultant failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Consultant becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Consultant becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Consultant's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Consultant or any of the Consultant's property and such appointment endangers the Consultant's proper performance hereunder; 6. A determination that the Consultant is in violation of federal, state, or local laws or regulations and that such determination renders the Consultant unable to perform any aspect of the Agreement.

B. OPPORTUNITY TO CURE In the event that Consultant fails to perform a contractual requirement or materially breaches any term or condition, the Town may issue a written cure notice. The Consultant may have a period of time in which to cure. The Town is not required to allow the Consultant to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the Town. Time allowed for cure shall not diminish or eliminate Consultant's liability for damages, or otherwise affect any other remedies available against Consultant under the Agreement or by law. If the breach remains after Consultant has been provided the opportunity to cure, the Town may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Consultant from receiving future solicitations or other opportunities; 6. Require Consultant to reimburse the Town for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

C. TERMINATION FOR CAUSE In the event the Town determines that the Consultant has failed to comply with the conditions of this Agreement in a timely

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manner or is in material breach, the Town has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the Town, the Town shall notify the Consultant in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Town, or if such corrective action is deemed by the Town to be insufficient, the Agreement may be terminated. The Town reserves the right to withhold further payments, or prohibit the Consultant from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Consultant or a decision by the Town to terminate the Agreement. In the event of termination, the Town shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Consultant shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Consultant was not in material breach; or (2) failure to perform was outside of Consultant's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the Town provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the Town may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Consultant. If this Agreement is so terminated, the Town shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the Town prior to the effective date of Agreement termination. The Town shall have no other obligation whatsoever to the Consultant for such termination.

E. The Town reserves the right to require Consultant to repay amounts previously paid by the Town to the Consultant due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Consultant shall comply with such demand within 60 days.

F. The Town's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Consultant's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee Town, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will

SAMPLE

be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Consultant shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The Town may, at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the Town. The Town may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the Town does not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the Town does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. CONSULTANT WARRANTY

A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit C) and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Consultant shall pick up the product from the Town at no expense to the Town. The Town reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Consultant shall refund to the Town any money which has been paid for same.

SAMPLE

XVI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The following listed documents, are attached hereto and are acknowledged, understood, and agreed to be an integral part of this Agreement:

(1) EXHIBIT "A" entitled "Scope of Work"

(2) EXHIBIT "B" entitled "Project Schedule"

(3) EXHIBIT "C" entitled "Fee Schedule"

(4) EXHIBIT "D" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(5) EXHIBIT "E" entitled "Consultant's Associated Sub Consultant(s) and Subcontractor(s)"

(6) EXHIBIT "F" entitled "CDBG-DR Supplemental Conditions"

(7) EXHIBIT "G" entitled "Certifications CDBG-DR Compliance Provisions"

(8) EXHIBIT "H" entitled "CDBG-DR Special Terms and Conditions"

(9) EXHIBIT "I" entitled "Florida Statutory Requirements"

(10) EXHIBIT "J" entitled "Vendor Background Screening Affidavit"

(11) EXHIBIT "K" entitled "Truth in Negotiation Certificate"

(12) EXHIBIT "L" entitled "Public Entity Crime Affidavit"

(13) EXHIBIT "M" entitled "Affidavit Certification of Immigration Laws"

(14) EXHIBIT "N" entitled "Affidavit of Confidentiality"

C. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee

SAMPLE

and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Consultant may assign its rights if given written authorization by the Town and claims for the money due or to become due to the Consultant from the Town under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the Town. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the Town.

D. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

E. The failure of the Town to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

F. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

G. Neither the Town's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

I. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee Town. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee Town recognized holiday, the deadline will then fall to the next Monday or non-Lee Town recognized holiday.

J. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Consultant's Representative		Town's Representative	
Name:		Name:	
Title:		Title:	Town Manager
Address:		Address:	6231 Estero Blvd Fort Myers Beach, FL 33931
Telephone:		Telephone:	(239)

SAMPLE

Facsimile:		Facsimile:	(239)
Email:		Email:	

K. Any change in the Town's or the Consultant's Representative will be promptly communicated by the party making the change.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

N. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. Solicitation
3. Consultant's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

SAMPLE

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

CONSULTANT:

by

_____

_____, as its _____ and authorized agent

(CORPORATE SEAL)

ATTEST:

_____
_____, Secretary

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary Public - State of Florida

_____
Printed/Typed/Stamped Name of Notary
My commission expires:

TOWN OF FORT MYERS BEACH, a Florida municipal corporation

_____

DAN ALLERS
MAYOR

ATTEST:

(Seal)

_____
AMY BAKER, TOWN CLERK

Date signed by TOWN: _____

APPROVED AS TO FORM FOR THE RELIANCE OF TOWN ONLY:

SAMPLE

BY:_____
TOWN ATTORNEY

SAMPLE

EXHIBIT A
SCOPE OF WORK

[ADD SCOPE OF WORK FROM RFQ]

SAMPLE

EXHIBIT B
PROJECT SCHEDULE

The Consultant shall complete the Tasks as described in Exhibit A according to the following Project Schedule. The Tasks shall be completed within the number of days allowed beginning on the date of the Notice to Proceed. Tasks may run concurrently. All work must be completed by the completion date.

SAMPLE

EXHIBIT C
FEE SCHEDULE

SAMPLE

EXHIBIT D
INSURANCE REQUIREMENTS
Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain insurance to protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have, and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm

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

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability;

SAMPLE

and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement. In the event the Town shall execute and issue written authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work through written agreement executed by both parties.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's Finance Department all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by Town staff , the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "D" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Agreements, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

SAMPLE

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions, or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation, and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

SAMPLE

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per person and $1,000,000 per accident for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Coverage shall include owned vehicles, hired, and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of $1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

SAMPLE

The Consultant shall maintain all required insurance coverage throughout the term of this Agreement. The Consultant is responsible for ensuring that all Certificates of Insurance (COI) remain current and shall submit renewal certificates to the TOWN no later than ten (10) business days prior to expiration of any existing policy. Failure to provide timely COI renewals may be considered a material breach of this Agreement, the renewal COIs are to be emailed to the Finance Department.

SAMPLE

EXHIBIT E
CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project: (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

SAMPLE

EXHIBIT F
CDBG-DR SUPPLEMENTAL CONDITIONS
CDBG-DR Supplemental Conditions

Subrecipient	
Subgrantee (if applicable)	

Contractor	

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to "Subrecipient" ("Subgrantee", if applicable) shall be deemed to refer to the party seeing products and/or services, and references to the "Agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

Order of Precedence

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

(1) Part I: Required Federal Provisions; then
(2) Part II: Required State of Florida Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these supplementary Conditions relates to a matter embraced by other provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient (Subgrantee, if applicable), to Lee County which will decide the applicable questions.

SAMPLE

Required Federal Provisions

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

General Conditions

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the U.S. Department of Housing and Urban Development (88 FR 32046), including, but not limited to, applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. **BREACH OF CONTRACT TERMS.** The Subrecipient (Subgrantee, if applicable) and Lee County reserve the rights to all administrative, contractual, or legal remedies, including, but not limited to, suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract terms. If the contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

4. **REPORTING REQUIREMENTS**. The contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient (Subgrantee, if applicable) and Lee County. The contractor shall cooperate with all Subrecipient (Subgrantee, if applicable) and Lee County efforts to comply with HUD requirements and regulations pertaining to reporting, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.507.

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal government, Lee County and the Subrecipient (Subgrantee, if applicable) in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued HUD.

6. **DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs subject to 2 CFR Part 2424. The Contractor shall notify the Subrecipient (Subgrantee, if applicable) and Lee County should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance programs subject to 2 CFR Part 2424.

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient (Subgrantee, if applicable) is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient (Subgrantee, if applicable) with any additional information necessary for the Subrecipient (Subgrantee, if applicable) to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient (Subgrantee, if applicable), including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by Lee County, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** The Contractor represents to the Subrecipient (Subgrantee, if applicable) that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the

SAMPLE

work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. **ASSIGNABILITY.** The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Subrecipient (Subgrantee, if applicable).

10. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient (Subgrantee, if applicable), Lee County, and their agents and employees from and against any and all claims, actions, suits, charges, and judgements arising from or related to the negligence or will misconduct of the Contractor in the performance of the services called for in this contract.

11. **TERMINIATION FOR CAUSE (Applicable to contracts exceeding $10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient (Subgrantee, if applicable) shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient (Subgrantee, if applicable), become the Subrecipient's (Subgrantee's, if applicable) property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient (Subgrantee, if applicable) for damages sustained by the Subrecipient (Subgrantee, if applicable) by virtue of any breach of the contract by the Contractor, and the Subrecipient (Subgrantee, if applicable) may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient (Subgrantee, if applicable) from the Contractor is determined.

12. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding $10,000).** The Subrecipient (Subgrantee, if applicable) may terminate this contract at any time by giving at least (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient (Subgrantee, if applicable) as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. **LOBBYING (Applicable to contracts exceeding $100,000).** The Contractor certifies, to the best of his or her knowledge and belief, that:

    A. No Federal appropriated funds have been paid off will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

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amendment, or modification or any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients (subgrantees, if applicable) shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000 for each such failure.

14. **BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding $100,000.00).** The Contractor shall comply with State of Florida Bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

    A. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.

    B. A performance bond on the part of the Contractor for one hundred (100) percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

    C. A payment bond on the part of the Contractor for one hundred (100) percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in execution of the work provided for in the contract.

15. **ACCESS TO RECORDS.** The Subrecipient (Subgrantee, if applicable), Lee County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. **MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the

SAMPLE

Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of HUD's grant to Lee County of for the period provided in the CDBG regulations 24 CFR Part 570.487 (or other applicable laws and program requirements) and 24 CFR Part 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant 42 USC 12707 (a)(4).

Civil Rights and Diversity Provisions

17. Section 3 of the Housing and Urban Development Act of 1968.

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or a very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, State, and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

iii. The contractor agrees to send to each labor organization or representative

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of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

vi. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination, and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b). c..

c. Section 3 Benchmarks and Reporting

i. Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form

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prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii which may be amended from time to time for HUD reporting purposes.

18. **TITLE VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. No persons shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

19. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

20. **SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITES ACT OF 1990.** The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations.

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

21. **AGE DESCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination of 1975 (42 USC § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal Financial Assistance.

22. **NONDISCRIMINATION.** The Contractor shall comply with the non-discrimination in employment in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR Part 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. Ther contractor shall comply with all other Federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the

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Contract agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

A. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

B. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

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invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding $10,000, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 2107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 CFR Part 60). Subrecipient (Subgrantee, if applicable) shall include the following specifications, which are required pursuant to 41 CFR Part 60-4.3 in all Federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specification and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000.00 (Federal Notice Required by 41 CFR Part 60-4.3)

1. As used in these specifications

a) "Covered Area" means the geographical area in the solicitation from which this contract resulted;

b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d) "Minority" includes:
   a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
   b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

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c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, of the Pacific Islands); and
d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the US Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's of subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or Federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work in being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to may substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs

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approve by the US Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document there efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
    e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
    g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying

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the time and place of these meeting, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the new media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer or vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction Contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in a voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint Contractor-Union, Contractor-Community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group have a positive impact on the employment of minorities and women in the in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an

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obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

23. **CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding $10,000).** The Contractor certifies that it does not maintain or

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provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding $10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

    A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
8. Activities sponsored by the Contractor including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

    B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

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C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the las to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

E. The Contractor will notice each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1983, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Contractor will include the provisions of this clause in every subcontractor or purchase order in excess of $10,000.00, unless exempted by the rules, regulation, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding $200,000 in value for housing construction, rehabilitation, or other public construction).

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particular persons who are recipient of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site

where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each for the positions, and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination, and Education Assistance Act (25 USC § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Native Americans and (ii) preference in the award of contracts and subcontracts shall be given to Native American organizations and Native American owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Irrespective of any applicable Federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to the Subrecipient (Subgrantee, if applicable), of its Section 3 compliance efforts to Subrecipient (Subgrantee, if applicable). Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient (Subgrantee if applicable). Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. **FAIR HOUSING ACT**. Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing of the provision of brokerage services against any person on the basis of race, color, religion, sex, or national origin handicap or family status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

SAMPLE

Labor Provisions

27. **COPELAND "ANTIKICKBACK" ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding $2,000 and contracts exceeding $2,500 that involve the employment of mechanics or laborers).** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

29. **DAVIS BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding $2,000 when required by Federal program legislation).** The Contractor shall comply with the Davis Bacon Act (40 USC §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient (Subgrantee, if applicable) and Lee County for review upon request.

If Contractor is engaged under a contract is excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided by Lee County, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with Federal requirements adopted by Lee County pertaining to such contracts and with the applicable requirements of the Department of Labor under 29CFR Parts 1, 3, 5, and 7 governing the payment of wages and ration of apprentices and trainees to journey workers;

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provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Environmental Provisions

30. **ENERGY EFFICIENCY.** The contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the 2023 Florida Statutes (Including Special Session C) Title XI, Chapter 163.

31. **SOLID WASTE DISPOSAL.** Pursuant to 2 CFR § 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EP) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 of the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. **CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.** The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of the Agreements as any of the following may hereinafter be amended, superseded, replaced, or modified:

    A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 CFR 1977 Comp., p. 117, as interpreted at 24 CFR Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 CFR, 1977 Comp., p. 121);

    B. Coastal Zone Management Act of 1972, as amended (16 USC § 1451 *et seq.*);

    C. Safe Drinking Water Act of 1974 (42 USC 201, 300 (f) *et seq.*, and 21 USC § 349, as amended), and EPA regulations for Sole Source Aquifers (40 CFR Part 149);

    D. Endangered Species Act of 1973, as amended (16 USC § 1531 *et seq.*);

    E. Wild and Scenic Rivers Act of 1968, as amended (16 USC § 1271 *et seq.*);

    F. Clean Air Act, as amended (42 USC § 7401 et seq.);

    G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 CFR Parts 6, 51, and 93):

    H. Farmland Protection Policy Act of 1981 (7 USC § 4201 *et seq.*), and USDA regulations at CFR Part 658;

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I. HUD criteria and standards at 24 CFR Part 51;

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 CFR, 1994 Comp. p. 859);

K. Flood Disaster Protection Act of 1973, as amended (42 USC § 4001-4128);

L. National Flood Insurance Reform Act of 1994 (42 USC § 5154a);

M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC § 3501);

N. Runway Clear Zone regulations (24 CFR Part 51);

O. Federal Water Pollution Control Act, as amended (33 USC § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;

P. Environmental Protection Agency ("EPA") regulations at 40 CFR Part 50, as amended;

Q. HUD regulations at 24 CFR Part 51, Subpart B, Florida State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;

R. HUD regulations at 24 CFR Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;

S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, the National Emission Standard for Asbestos (40 CFR § 61.145), the National Emission Standard for Asbestos (40 CFR § 61.150), and 24 CFR Part 35 Subparts B, H, and J; and

T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 CFR Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC § 1318) relating to

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inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, an all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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EXHIBIT G

CERTIFICATIONS CDBG-DR COMPLIANCE PROVISIONS
***For the purposes of this Agreement, all references to "Contractor" in this Exhibit shall be deemed to refer to Consultant.

EXHIBIT H (SIGNATURE REQUIRED)

CERTIFICATIONS
CDBG-DR COMPLIANCE PROVISIONS
Housing and Infrastructure

This Exhibit to the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Subrecipient Agreement contains supplementary compliance conditions for use with procured contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the Agreement for all procured contracts and subrecipient agreements funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor or subrecipient.

By signing this Exhibit, the Subrecipient certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

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1. NATIONAL OBJECTIVES

In accordance with 24 CFR 570.208, Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG-DR funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-DR Activities must satisfy one of the named National Objectives.

1. Benefit to Low-to-Moderate Income Persons (LMI)
2. Urgent Need (UN)
3. Elimination of Slum and Blight (SB)

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Upon completion of approved activity(ies) funded under this Agreement and prior to the funding expiration date of this Agreement, whichever comes first, the Subrecipient must document that the approved activity(ies) met the approved National Objective as necessary.

For Subrecipients with a National Objective requirement, the County shall review the actual National Objective achievements of the activity. If the Subrecipient does not or cannot satisfactorily document the National Objective achievement of an approved activity(ies), the activity(ies) may be deemed ineligible, and repayment of funds may be required of the Subrecipient.

2. DUPLICATION OF BENEFITS

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the County's responsibility to ensure that CDBG-DR programs provide assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Subrecipient or Contractor must report all funds obtained for the same activity from any source from the date of the disaster until the activity is completed.

be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.

b. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

c. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

d. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

e. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

f. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

g. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in Federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.

h. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a

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qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

i. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.

j. **Executive Order 12259:** This executive order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

k. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in Federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings Federal, state, and local governments under the Civil Rights Act of 1964.

l. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.

m. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

n. **Executive Order 11246:** This executive order applies to all Federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race

4. CERTIFICATION OF NONSEGREGATED FACILITIES

(applicable to contracts and subcontracts over $10,000)

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The Subrecipient or Contractor and its subcontractor(s) certifies that the entity does not maintain or permit employees to perform their services at any location where segregated facilities are maintained. The Subrecipient or Contractor certifies further that it shall not maintain or provide for employees any segregated facilities at any of its establishments and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient or Contractor and its subcontractor(s) agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient or Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in project files; and will provide notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. ENVIRONMENTAL PROTECTION AND ACTS

a. **National Environmental Protection Act (NEPA):** All Federally funded activities are subject to the National Environmental Policy Act of 1969 (NEPA) and its regulations under 40 CFR 1500 – 1508. Additionally, 24 CFR 58.22 prohibits committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has Federal funding, in full or in part. This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions, prior to completion of the environmental review. Awarded activities must have completed an environmental review to demonstrate compliance with NEPA, as well as 24 CFR 58.

b. **Clean Air and Water Acts:** *(applicable to contracts and subcontracts exceeding $100,000)* The Subrecipient or Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

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c. **Flood Disaster Protection:** The Subrecipient or Contractor shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

d. **Energy Efficiency:** The Subrecipient or Contractor shall comply with mandatory standards and policies relating to energy efficiency under the Energy Policy and Conservation Act (Public Law 94-163).

e. **Procurement of Recovered Materials:** Per 2 CFR 200.323, if a subrecipient is a state agency or an agency of a political subdivision of a state, it and its contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. CONSTRUCTION STANDARDS

While the following Construction Standards requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the *CDBG-DR Construction Standards Procedure* for Housing Programs and applicable program guidelines.

a. **Green and Resilient Building Standards in Housing:** All new construction or rehabilitation of residential structures must meet an industry-recognized standard that has achieved certification under (i) Enterprise Green Communities; (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development); (iii) ICC–700 National Green Building Standard Green+ Resilience; (iv) Living Building Challenge; or (v) any other equivalent comprehensive green building program acceptable to HUD. Additionally, all such covered construction must achieve a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise); (ii) DOE Zero Energy Ready Home; (iii) EarthCraft House, EarthCraft Multifamily; (iv) Passive House Institute Passive Building or EnerPHit certification

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from the Passive House Institute US (PHIUS), International Passive House Association; (v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); (vi) Earth Advantage New Homes; or (vii) any other equivalent energy efficiency standard acceptable to HUD

b. **Rehabilitation of Nonsubstantially Damaged Residential Buildings (Housing):** Per Federal Register Notice 88 FR 32046, for rehabilitation other than the rehabilitation of substantially damaged residential buildings described in 6.a. above, the Subrecipient must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist.

   Subrecipients must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

c. **Broadband Infrastructure in Housing:** Per Federal Register Notice 88 FR 32046, any substantial rehabilitation, as defined by 24 CFR 5.100, reconstruction, or new construction of a building with more than four units must include installation of broadband infrastructure.

d. **Elevation Standards (Housing and Infrastructure):**
   i. ***Housing*:** All new construction or rehabilitation of residential structures and located in the one percent annual chance (or 100-year) floodplain must be elevated at least two feet above the base flood elevation.
   ii. ***Mixed-use and Non Residential:*** Non-residential structures and infrastructure must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation.
   iii. ***Critical Actions:*** Structures and services defined at 24 CFR 55.2(b)(3) and within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2-3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation.

e. **Planning and Design (Infrastructure):** All newly constructed infrastructure that is assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. To satisfy this requirement, the Subrecipient is required to provide resilience performance metrics as identified by the County.

f. **Flood Control Structures (Infrastructure and Non-Residential Structures):**

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Subrecipients that use CDBG-DR funds to assist flood control structures (i.e., dams and levees) are prohibited from using CDBG-DR funds to enlarge a dam or levee beyond the original footprint of the structure that existed before the disaster event, without obtaining approval from the County, HUD, and any Federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam. Additional requirements and approval steps are outlined under Federal Register Notice guidance at 88 FR 32046.

7. AFFORDABILITY PERIOD REQUIREMENTS (HOUSING)

While the following minimum affordability period requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the applicable program guidelines regarding affordability period requirements.

a. **New Construction and Rehabilitation of Affordable Rental Housing:** To meet the LMI housing national objective, a Subrecipient who implements rental housing activities that will result in the new construction or rehabilitation of five or more units, assisted with CDBG-DR funds, must rent to LMI households at affordable rents as described within the *Lee County Action Plan for CDBG-DR Funds.* Furthermore, the minimum timeframes, enforceability, and other related requirements acceptable for compliance can be found under the HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252(e), including the table listing the affordability periods at the of 24 CFR 92.252(e). The County has adopted these requirements and spells out affordability restriction enforcement and minimum affordability periods within the respective program guidelines, which Subrecipients are required to follow, where applicable.

b. **New Construction of Homes Built for LMI Households:** For Subrecipients who implement activities where there is a construction of new single-family units (four units or less) for homeownership that will meet the LMI housing national objective criteria, the County has set affordability restrictions, which follow minimum affordability period and enforcements mechanisms of the HOME requirements set at 24 CFR 92.254(a)(4). Subrecipients whose activities are applicable to these requirements must follow the County's respective program guidelines regarding affordability restrictions, resale or recapture requirements, affordability period requirements, and all other requirements prescribed under the applicable guidelines regarding affordability.

8. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, VETERAN OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS

The Subrecipient or Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, veteran owned businesses, and labor

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surplus area firms are used in subcontracting when possible. Steps include:

a. Placing qualified small and minority businesses, veteran owned businesses, and women's business enterprises on solicitation lists:

b. Assuring that small and minority businesses, and women's and veteran's business enterprises are solicited whenever they are potential sources:

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, veteran owned, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, veteran owned businesses, and women's business enterprises; and

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

9. POLITICAL ACTIVITY

The Subrecipient or Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

10. LOBBYING PROHIBITION AND BYRD ANTI-LOBBYING AMENDMENT

The Subrecipient is prohibited from using contracted funds for the following purposes: (1) political activities; (2) lobbying; (3) political patronage; (4) nepotism activities; and (5) inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will also comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of Agreement funds for the purpose of lobbying the legislature, state or county agencies.

Additionally and in accordance with 24 CFR 87, the Subrecipient certifies that it will not use CDBG-DR funds received from the County to directly or indirectly influence legislation or any other official action by the Florida legislature, any state agency, or other local government and county (BOCC) business, including through the use of Federal appropriated funds being paid to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement. If the County and/or the Subrecipient suspects such action of occurring, the County reserves the right to request that the Subrecipient disclose and certify such activities in accordance with reporting requirements noted within the Agreement.

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The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) requires that Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

The Contractor certifies, to the best of his or her knowledge and belief that:

1) No Federally appropriated funds have been paid or will be paid by, or on behalf of, the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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11. DEBARMENT AND SUSPENSION

A contract award (2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235).

By executing this Agreement or contract, the Subrecipient or Contractor verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs and will not enter into contracts with any entity that has been suspended or debarred from federal contract work.

12. CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Subrecipient or Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of, or delegate to, Congress, or any Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole, or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; or aggregates such as concrete; glass, including optical fiber; and lumber.

14. DAVIS-BACON AND RELATED LABOR STANDARD ACTS

a. **Davis Bacon Act:** Subrecipient or Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 31413148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over $2,000.00.

b. **AntiKickback Act of 1986:** Subrecipient or Contractor shall ensure that all contracts comply with the AntiKickback Act of 1986 (41 U.S.C. §§ 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.

c. **Contract Work Hours and Safety Standards Act of 1962:** Subrecipient or Contractor shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers

SAMPLE

receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

d. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this agreement or contract. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract").

e. Subrecipient or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

15. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), and implementing regulation at 24 CFR, Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The responsibilities outlined in 24 CFR Part 75.19 include:

a. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

b. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

SAMPLE

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SAMPLE

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

c. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

d. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (42 U.S.C. 4601 et seq.) – "URA"

The Subrecipient understands that activities and projects it undertakes with CDBG–DR funds may be subject to the URA at 49 CFR Part 24, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in Federal Register Notices 88 FR 3198 and 88 FR 32046. In such Notices, HUD waived or provided alternative requirements for the purpose of promoting the availability of decent, safe, and sanitary housing with respect to the use of CDBG–DR funds allocated under the Consolidated Notice.

Subrecipients are required to adopt the County's Residential Anti-Displacement and Relocation Assistance Plan or establish separate optional relocation policies prior to undertaking any activity assisted with CDBG-DR funding which involves relocation. The written policy must be available to the public, describe the relocation assistance that the Subrecipient has elected to provide, and provide for equal relocation assistance within each class of displaced persons according to 24 CFR 570.606(d).

In the event of displacement because of a federally funded award, Subrecipients must comply with the URA, for any household, regardless of income, which is involuntarily and permanently displaced, and to comply with Section 104(d). The County also provides notice to Subrecipients that any demolition or disposition of public housing is

SAMPLE

subject to Section 18 of United States Housing Act of 1937, as amended, and 24 CFR Part 970.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Per 2 CFR 200.216, Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 117–328, section 208, subsection (a), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, is prohibited.

18. AGREEMENTS BETWEEN SUBRECIPIENTS AND CONTRACTORS

a. The Subrecipient shall not enter into any agreement, written or oral, with any contractor or other party without the prior determination that the contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from a Subrecipient to undertake Approved Activities.

b. An agreement between the Subrecipient and any contractor or other party shall require:

1) Compliance with all State and Federal requirements described in this Agreement including, without limitation, those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages.

2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.

SAMPLE

3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor, in performing the Approved Activities.

4) Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit.

c. Contractors shall:

1) Perform Activities in accordance with Federal, state, and local regulations, as applicable.

19. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Subrecipient or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance, the Subrecipient or Contractor must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

20. PATENTS

a. The Subrecipient or Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

b. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Subrecipient or Contractor.

c. If the Subrecipient or Contractor uses any design device or materials covered by letters, patents or copyrights, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Subrecipient or Contractor and/or

SAMPLE

his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device, materials, or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

21. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Subrecipient or Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

22. DRUG-FREE WORKPLACE ACT OF 1988

a. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.

b. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.

c. Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.

d. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.

e. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.

f. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

SAMPLE

23. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

Subrecipients must certify that they will verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E- Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. If the subrecipient or its contractors, consultants, or subrecipients, does not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of the Subrecipient Agreement.

24. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS, AND ACCIDENT PREVENTION

a. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.

b. The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any

SAMPLE

supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his Surety for damages that may be caused by such use.

c. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public.

d. Protection of Lives and Health: The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take, or cause to be taken,, such additional safety and health measures as the Developer may determine to be reasonably necessary.

25. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

a. Obtaining the County's approval of the Application for such assistance; or,

b. Any other approval or concurrence of the County required under this Agreement, Title I of the Housing and Community Development Act of 1974, or State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

26. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Subrecipient or Contractor under any Agreement are confidential, and the Subrecipient or Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

27. ACCESS TO RECORDS – MAINTENANCE OF RECORDS

Lee County, the Department of Housing and Urban Development, the Comptroller

SAMPLE

General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subrecipient or Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the County's final closeout of the grant.

28. INSPECTION

The authorized representative and agents of Lee County and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

By:_____

Signature_____

Print Name_____

Date _____

SAMPLE

EXHIBIT H
CDBG-DR SPECIAL TERMS AND CONDITIONS

EXHIBIT I

CDBG-DR SPECIAL TERMS AND CONDITIONS

A. **ENVIRONMENTAL REVIEW SPECIAL CONDITION**

The environmental review for this project is currently classified as "Exempt" under 24 CFR §58.34. However, upon the completion of 30% design, the Subrecipient must initiate the process for an Environmental Assessment (EA) pursuant to 24 CFR Part 58.

The Subrecipient shall adhere to the following requirements upon reaching 30% design completion:

1. **Notification to the County**: The Subrecipient must notify their Grant Manager and Lee County in writing via email or a VistaTRAK note that the project has reached 30% design completion.
2. **Submission of Designs**: The Subrecipient must upload the 30% design documents to VistaTRAK for County review.
3. **Restriction on Activities**: The Subrecipient must not execute any construction contracts, commit funds, or undertake any choice-limiting actions as defined in 24 CFR §58.22, until an Authority to Use Grant Funds (AUGF) has been issued by HUD.
4. **Coordination with Lee County**: The Subrecipient must coordinate closely with Lee County to ensure compliance with all applicable federal, state, and local environmental review requirements.

Failure to comply with these conditions may result in noncompliance findings and the withholding of reimbursement for project expenses until compliance is achieved and documented.

SAMPLE

EXHIBIT I
FLORIDA STATUTORY REQUIREMENTS

Supplemental Florida Statute References for Contract Compliance

When these Florida Statutory Requirements are attached to any Agreement or lower-tier contract, references herein to "Contractor" shall be deemed to refer to the party providing products and/or services, and references to the "Agreement" or "Contract" shall be deemed to refer to the agreement between such contracting parties. All contractors, subcontractors, and subrecipients are required to comply with the applicable Florida Statutes cited herein, and any questions of interpretation shall be resolved in favor of strict compliance with such statutory requirements.

Order of Precedence
In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

(1) Part I: Required Federal Provisions; then
(2) Part II: Required State of Florida Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these supplementary Conditions relates to a matter embraced by other provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient (Subgrantee, if applicable), to Lee County which will decide the applicable questions.

F.S. 112.313(2) & 112.313(7); 112.317 – Business Relationship Disclosure
Public officers and employees are prohibited from conflicting business or employment relationships. Contractors must disclose any relationship with public employees or officials. Failure to disclose is subject to penalties under §112.317.

F.S. 119.071 – Public Records
All documents, bids, and proposals are subject to Florida's Public Records Law. Certain exemptions apply (e.g., sealed bids until notice of decision). Contractors must maintain and provide public records related to performance under the contract as required.

F.S. 20.055(5) – Inspector General Cooperation
Contractors shall comply with any Inspector General investigations, audits, or reviews and provide access to records as requested.

F.S. 218.70 – Local Government Prompt Payment Act
Agencies must promptly pay contractors for satisfactory performance. Contractors must also pay subcontractors and suppliers timely, consistent with statutory deadlines.

F.S. 218.80 – Public Bid Disclosure Act
All contracts must specify costs of permits or fees that contractors will pay. If none apply, the contract must state permitting fees paid by contractor = $0.

F.S. 287.057(23) – Anti-Lobbying (Cone of Silence)
From solicitation issuance until award, contractors and their representatives are prohibited from lobbying or communicating with evaluation staff, officers, or agents except the designated point of contact.

F.S. 287.05701 – Prohibition on Social, Political, or Ideological Interests
Contracts must not request or consider a contractor's social, political, or ideological beliefs in determining responsibility.

F.S. 287.133(2)(a) – Convicted Vendor List
Vendors convicted of public entity crimes are prohibited from contracting with public entities.

F.S. 287.134 – Discriminatory Vendor List
Vendors placed on the discriminatory vendor list are barred from receiving public contracts.

F.S. 337.168 – Confidentiality of Estimates
Official cost estimates, potential bidder identities, and bid analysis documents are confidential until award or cancellation of the project.

F.S. 435 – Employee Background Screenings
Contractors must comply with Level 1 and Level 2 background screening for employees or subcontractors who work with vulnerable persons or as required by the contract.

SAMPLE

F.S. 448.095 – Employment Eligibility
Contractors must use the federal E-Verify system to confirm employment eligibility of all new employees.

F.S. 607.1501(1) – Foreign Corporations
A foreign corporation may not transact business in Florida without a certificate of authority from the Florida Department of State.

F.S. 760 – Florida Civil Rights Act
Prohibits discrimination in employment and public accommodations. Contractors must comply with nondiscrimination requirements, ensuring equal opportunity regardless of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.

F.S. 287.138 – Scrutinized Companies Affidavit (attached)
Contractors must certify they are not on the Scrutinized Companies Lists (Sudan, Iran, Cuba, Syria, or companies that boycott Israel). Execution of the affidavit is required as part of the contract.

F.S. 787.06 – Human Trafficking Affidavit (attached)
Contractors must affirm compliance with Florida's prohibition against human trafficking. Execution of the affidavit is required as part of the contract.

AFFIDAVIT PURSUANT TO FOREIGN ENTITY
SECTION 287.138, FLORIDA STATUTES

(Contracting with Foreign Entities of Concern)

STATE OF FLORIDA
COUNTY OF [_____]

BEFORE ME, the undersigned authority, personally appeared **[Name]**, who, being first duly sworn, deposes and states as follows:

1. I am the **[Title]** of **[Company Name]**, a company authorized to conduct business in the State of Florida.
2. I have personal knowledge of the facts stated in this affidavit.
3. Pursuant to Section 287.138, Florida Statutes, I hereby certify that **[Company Name]** is **not**:
    - On the list of Scrutinized Companies that have business operations with the government of China or the Chinese Communist Party (CCP);
    - Engaged in any business operations with a foreign entity of concern as defined by Florida law.
4. I further affirm that **[Company Name]** will not enter into a contract with any such foreign entity of concern or otherwise violate the provisions of Section 287.138, Florida Statutes.

[Signature of Affiant]
[Printed Name]
[Title]
[Company Name]

Sworn to (or affirmed) and subscribed before me this ___ day of _____, **20**, by **[Name of Affiant]**, who is personally known to me or has produced _____ as identification.

SAMPLE

Notary Public, State of Florida

[Seal]

My Commission Expires: _____

SAMPLE

AFFIDAVIT PURSUANT TO ANTI-HUMAN TRAFFICKING SECTION 787.06, FLORIDA STATUTES

(Anti-Human Trafficking Certification)

STATE OF FLORIDA
COUNTY OF [_____]

BEFORE ME, the undersigned authority, personally appeared **[Name]**, who, being first duly sworn, deposes and states as follows:

1. I am the **[Title]** of **[Company Name]**, a company authorized to conduct business in the State of Florida.
2. I have personal knowledge of the facts stated in this affidavit.
3. Pursuant to Section 787.06, Florida Statutes, I hereby certify that **[Company Name]** and its subcontractors, agents, and employees are in compliance with all applicable provisions of state and federal law prohibiting human trafficking.
4. I affirm that no part of the contract will be performed using labor or services that are the product of human trafficking or forced labor practices, including coercion, abduction, abuse of power, or deception.
5. **[Company Name]** maintains internal procedures to ensure compliance with anti-human trafficking laws and has not been subject to any investigation or penalties related to such violations.

[Signature of Affiant]
[Printed Name]
[Title]
[Company Name]

Sworn to (or affirmed) and subscribed before me this ___ day of _____, **20**, by **[Name of Affiant]**, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

[Seal]

My Commission Expires: _____

EXHIBIT J

VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

SAMPLE

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by the Town or Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: _____

_____

Signature

STATE OF _____

_____

Name/Title

COUNTY OF_____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person
and in their stated capacity, and is either personally known to me or who has produced the following type
of identification: _____.
Type of Identification

[Stamp/seal required]

_____

Signature, Notary Public

SAMPLE

EXHIBIT K
TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into an Agreement with the Town of Fort Myers Beach for the project known as:

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Agreement.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed by the execution of this instrument under oath.

Executed on behalf of the Party to the Agreement referred to as the CONSULTANT, doing business as: _____

Date: _____

_____
Signature

STATE OF _____

_____
Name/Title

COUNTY OF_____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person
and in their stated capacity, and is either personally known to me or who has produced the following type
of identification: _____.
Type of Identification

[Stamp/seal required]

_____
Signature, Notary Public

SAMPLE

EXHIBIT L

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

_____

_____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.233 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who

SAMPLE

are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Date: _____

_____

Signature

SAMPLE

STATE OF _____

_____
Name/Title

COUNTY OF_____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person
and in their stated capacity, and is either personally known to me or who has produced the following type
of identification: _____.
Type of Identification

[Stamp/seal required]

_____
Signature, Notary Public

SAMPLE

EXHIBIT M

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THIS AGREEMENT. .

CONSULTANT ATTESTS THAT IT IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name : _____

Date: _____

_____
Signature

STATE OF _____

_____
Name/Title

COUNTY OF_____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person
and in their stated capacity, and is either personally known to me or who has produced the following type
of identification: _____.
Type of Identification

[Stamp/seal required]

_____
Signature, Notary Public

SAMPLE

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

SAMPLE

EXHIBIT N

AFFIDAVIT OF CONFIDENTIALITY

FOR THE PROJECT ENTITLED:_____

I, the undersigned, _____, am an employee of _____, the Town's provider of contracted services, and serve as a member of the Service team for the Town of Fort Myers Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Date: _____

_____
Signature

STATE OF _____

_____
Name/Title

COUNTY OF_____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person
and in their stated capacity, and is either personally known to me or who has produced the following type
of identification: _____.
Type of Identification

[Stamp/seal required]

_____
Signature, Notary Public

SAMPLE

TOWN of FORT MYERS BEACH

ADDENDUM TO REQUEST FOR QUALIFICATIONS

RFQ-26-03-AD **Addendum No.: 1**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services North Island Water Tower Project

Date of Issue: November 17, 2025

CLARIFICATION

Please note the clerical error on the first page that the Issue Date on the RFQ states Tuesday, October 21, 2025 as the Issue Date was actually Wednesday, October 22, 2025.

Questions Received via Email

1. Based on our understanding, when a company submits a proposal as a **subsidiary**, it is permitted to reference the experience that the **parent company** has.
   We kindly request your confirmation as to whether our interpretation is correct.

   - Yes, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

2. Assuming that the proposal is submitted by a subsidiary and considering that the parent company is an international firm with subsidiaries in various countries and extensive global experience, we would like to inquire whether the subsidiary may relate the parent company's relevant experience in its response.
   We appreciate your clarification on this matter.

   - Yes, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

3. Based on our understanding, the referenced projects may have been executed in any country, as long as they are comparable in scope and size. In other words, it is not a requirement for the referenced experience to be within the United States.
We kindly request your confirmation as to whether our interpretation is correct.

    - Yes, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

4. Based on our understanding and in accordance with standard bid processes in the United States, company experience may be demonstrated through the qualifications and certifications of the personnel representing the company.
We would appreciate your confirmation as to whether this interpretation is accurate.

    - Yes, please include the qualifications and certifications of personnel proposed to perform this project and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

5. We understand that it is possible to submit the proposal in partnership with subconsultants who would complement the team for the execution of the project.
We kindly request your confirmation as to whether this interpretation is accurate.

    - Yes, include qualifications and certifications of any subconsultants, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

6. We understand that, in the event the firm acting as the prime does not meet all of the required qualifications, the subconsultants included in the proposal may contribute and satisfy those criteria. We kindly request your confirmation as to whether this interpretation is accurate.

    - Yes, include qualifications and certifications of any subconsultants, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

7. Would it be possible to obtain information regarding the grand cost of the project? Or obtain information regarding the approximate cost of the CEI project?

- The Town's grant funding agreements for all CDBG-DR projects can be found on the Town's website at https://www.fortmyersbeachfl.gov/1274/CDBG-DR

8. We understand that a firm with a Maximum Capacity Rating of USD $500,000, according to the FDOT Prequalification Limits, may participate as a prime consultant in this project without restrictions, and that such limitations would not apply to this specific procurement process. Could you kindly confirm if this interpretation is correct?

    - This is not a specific FDOT project, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan

9. We understand that a firm participating as a subconsultant could potentially be part of multiple proposals, as long as these are led by different prime consultants.
We kindly request your confirmation as to whether this interpretation is accurate.

    - Yes, if the consideration of each proposal complies with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

Company Name and Signature

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Amy Baker
Town Clerk
Town Of Ft Myers Beach_Legals
2523 Estero BLVD
Fort Myers Beach FL 33931-3354

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

FNP Fort Myers News-Press 10/22/2025
FNP news-press.com 10/22/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/22/2025

Amy Talbott
Legal Clerk

Nicole Jacobs
Notary, State of WI, County of Brown

8-21-26
My commission expires

Publication Cost:	$485.34	
Tax Amount:	$0.00	
Payment Cost:	$485.34	
Order No:	11767716	# of Copies:
Customer No:	1124390	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

Town of Fort Myers Beach
NOV 4 2025
Received by:

LEGAL NOTICE TO RESPONDERS
RFQ-26-03-AD Fort Myers Beach Engineering & Architectural Services North Island Water Tower

NOTICE IS HEREBY given that sealed electronic responses will be received by the TOWN OF FORT MYERS BEACH electronically through www.demandstar.com until 8:00 AM LOCAL TIME on Monday, November 24, 2025. Responses will be opened at 8:30 AM, Monday, November 24, 2025, at the Town of Fort Myers Beach Town Hall located at 6231 Estero Boulevard, Fort Myers Beach, Florida 33931. Any responses received by the Town after the above date and time shall remain unopened.

PROJECT: Fort Myers Beach Engineering & Architectural Services North Island Water Tower Payment for these services will be funded in part or in whole by a U. S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Responders are required to comply with all Federal Grant Requirements, 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications.

INTRODUCTION: The Town of Fort Myers Beach, Florida, is seeking Statements of Qualifications (SOQs) from Florida-licensed professional engineering firms to provide engineering, design, permitting, and construction oversight services for the rehabilitation of the North Island Water Tower Complex. This project is funded through the Community Development Block Grant Disaster Recovery (CDBG-DR) Critical Infrastructure Program, administered by Lee County. Engineering services procured under this RFQ must adhere to 2 CFR 200.317-327, Florida Statutes, and all applicable federal, state, and local regulations.

The North Island Water Tower Complex was severely damaged by Hurricane Ian, leaving the Town dependent on a single remaining potable water tank. This project is a critical infrastructure initiative to ensure resilient, secure, and sustainable potable water access for residents and businesses in Fort Myers Beach. Through this solicitation, the Town seeks an experienced, engineering, and design firm to provide comprehensive professional services that align with FEMA flood mitigation guidelines, CDBG-DR program requirements, and sustainable development best practices. The project will not only restore these vital community assets but also integrate resilient infrastructure solutions to protect against future climate-related threats.

The official response documents and project specifications shall be obtained from www.demandstar.com. If you do not have Internet access, you may obtain the documents by contacting the Town at bids@fmbgov.com

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town of Fort Myers Beach, to waive any informalities in any responses; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in responses received, and/or to reject any or all responses.

Ordering Instructions: The official Documents (project specifications and drawings) shall be obtained from Demandstar.com at www.demandstar.com

RESPONDENTS must furnish the TOWN with a mailing address, e-mail address, phone number for contact purposes. It shall be the RESPONDER'S sole responsibility to keep all such information current with the TOWN until the execution of a contract by the TOWN for this project. If the official documents are not obtained directly from Demandstar.com, or are modified in any manner, the response will not be accepted for consideration by the TOWN.

Complete sets of Documents must be used in preparing the Response. The TOWN will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Qualification Documents.

QUESTIONS about the meaning or intent of the RFQ documents must be directed in writing via e-mail to bids@fmbgov.com. **No verbal inquiries will be accepted.** Questions received less than seven (7) days prior to the submittal date may not be answered. All properly received questions will be answered by written addenda and will be binding. Oral and other interpretations or clarifications that are not contained in an official addendum will be without legal effect. All addenda shall be signed by the Respondent as acknowledged and incorporated with the submittal.

10/22/2025 11767716

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared **(Name of affiant)**

James Billings, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Business Development Manager of **(Business Name)**

   Dunham Engineering

   which does business in the State of Florida, hereinafter called the "Vendor."

2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.

3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.

4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.

5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

James Billings
(*Signature*)
11/21/2025
(*Date*)

STATE OF Texas

COUNTY OF Montgomery

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this 21st day of November 2025,
by James Billings who has produced
(Print or Type Name)

Personally Known as identification.
(Type of Identification)

Kathy A Ritchie
Notary Public Signature

Kathy A. Ritchie
Printed Name of Notary Public

124003630 / Oct. 9, 2029
Notary Commission Number/Expiration

KATHY A RITCHIE
My Notary ID # 124003630
Expires October 9, 2029

TOWN of FORT MYERS BEACH

ADDENDUM TO REQUEST FOR QUALIFICATIONS

RFQ-26-03-AD **Addendum No.: 1**

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Dunham Engineering — James Billings

Company Name and Signature

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202



DUNHAM ENGINEERING
AN HMT COMPANY

Statement of Qualifications

Fort Myers Beach, FL
RFQ No. 26-03-AD

Fort Myers Beach Engineering & Architectural Services North Island Water Tower

Table of Contents

- Letter of Introduction
- Firm Introduction
- Relevant Water Storage Tank Experience
- Wastewater Infrastructure Project Experience
- Organizational Chart
- References
- Resumes
- Certificate of Insurance

Dunham Engineering, LLC
an HMT Company
6102 Imperial Loop
College Station, TX 77845
Phone: (979) 690-6555

November 23, 2025

Re: RFQ No. 26-03-AD Request for Statement of Qualifications for Engineering and Architectural Services North Island Water Tower

Thank you for your interest in Dunham Engineering, LLC. We are a team of corrosion and storage tank engineers and inspectors that are committed to Client focused results! Dunham Engineering delivers specialty engineering services via innovative methods; all built on rock solid service. We are passionate about delivering excellence and value every day on every project, and pride ourselves on being able to provide inspection, design and RESULTS for any structure, anywhere.

Dunham Engineering was founded in 1992 by Jimmy D. Dunham, P.E. as a water tank consulting firm. Our primary point of contact is Wes Oatman, P.E., located in our College Station office.

Today, Dunham Engineering provides a variety of structural, storage tank and corrosion control services. We are currently licensed to provide engineering services in 14 states. We have successfully designed and managed several thousand rehabilitation and new tank construction projects of all size and style tanks for municipalities, water systems, and other agencies from big to small. Using our decades of experience, our elevated tank designs and inspection process are one of the best, if not the best, in the country. Dunham Engineering has never had any contracts for services awarded to us that have been canceled or terminated for unsatisfactory performance in any respect. In addition, there have never been any legal proceedings involving our firm related to any municipal client or municipal projects that were unresolved or active within the last 6 years. Our team is highly educated, experienced and ready to fulfill any water storage tank design, rehabilitation, or any inspection needs on time and on budget. Staff credentials include degreed engineers, PE, EIT, CWI, API, and NACE(AMPP). Seven of our staff are NACE(AMPP) certified at level 1 through 3.

Dunham Engineering is a niche engineering and inspection firm specializing in water tank construction and rehabilitation. More information about Dunham Engineering, our employees' credentials and the services we provide may be viewed via our website at www.DunhamEngineering.com.

We look forward to working with you. If you should have any questions or require more information, please call anytime.

Sincerely,



James Billings
Business Development Manager
Cell: 979-219-5736
Email: James.Billings@hmttank.com

Firm Introduction



Who We Are

Dunham Engineering, LLC. (DUNHAM ENGINEERING) was founded in 1992 by Jimmy D. Dunham, PE, as a water tank consulting firm. Today, DUNHAM ENGINEERING provides a wide variety of storage tank, structural, and corrosion engineering and inspection services throughout Texas, Oklahoma, and surrounding states. With offices in Oklahoma City, Oklahoma; College Station, Texas; and Alamo, Texas, we span 700 miles north-to-south, with the resources to deliver localized engineering services across a large geographical area.

DUNHAM ENGINEERING delivers specialty engineering services through innovative methods, all built on rock-solid service. We pride ourselves on being able to provide inspections, design, and RESULTS for any structure, in any of our market areas.

Dunham Engineering is a specialty storage tank and corrosion engineering firm.

Our Commitment to Excellence

At DUNHAM ENGINEERING, we strive every day to be the standard of excellence for the engineering services we provide, so our clients can rely on a quality job every time. We have completed hundreds of new construction, rehabilitation, and lead-abatement projects for structures ranging from tanks to municipal buildings, residential homes, bridges, stadiums, and other steel structures.

- Greater than 95% of DUNHAM ENGINEERING-designed projects are completed with NO change orders.
- Our key personnel bring 11 to 35 years of experience in managing multiple projects at once.
- Founder Jimmy Dunham is a civil professional engineer (PE) with 35+ years of experience. With more than 500 tank projects completed, Jimmy is recognized as one of the top storage tank engineers in the region.
- Engineering Manager, Wesley Oatman, is a national award-winning expert in design and project management. .He is also a welding and coatings inspector.
- Our engineers and inspectors are professionally trained in structural and coating design and inspection and are certified by organizations such as Steel Tank Institute (STI), American Welding Society (AWS), American Petroleum Institute (API), and Association of Materials Performance and Protection(AMPP).
- Our professional tank engineers and inspectors remain current on all ANSI, OSHA, AWWA, and TCEQ regulations and requirements.

What We Do

DUNHAM ENGINEERING provides structural inspection and engineering services for all types of structures—whether brick and mortar, steel, or concrete. Projects have included educational, municipal, and industrial facilities; ground and elevated water towers; stadiums; commercial and residential buildings; and historic landmarks. We are skilled at both new construction and rehabilitation projects that extend the life of valuable resources for the municipalities and agencies we serve. Our structural engineering and inspection services include:

- Water storage tank inspections, new tank designs, repairs, and rehabilitations
- Full construction administration services, including contractor oversight, shop drawing reviews, payment reviews, on-site, hold-point inspections, progress meetings, and warranty inspections
- Non-destructive testing (NDT)
- Welding inspection and design
- Testing, containment, and abatement for removal of coatings containing hazardous materials (e.g., lead)
- Inspection of confined spaces, difficult-to-access areas (e.g., rope access), and damaged structures
- Foundation inspections
- Failure analysis and forensic engineering
- Permitting

Our ability to provide full design, inspection, and construction oversight services in-house makes DUNHAM ENGINEERING unique. Our expertise and experience, combined with our ability to communicate our designs, helps us meet the specific needs of our clients, and sets us apart from your typical engineering firm. We are licensed with the State of Texas to provide engineering services under Texas Certificate of Authorization Number 22537.

DUNHAM ENGINEERING is nationally recognized for the quality of our designs. The firm received the William Johnson Award at the SSPC 2017 Conference for its coating design for the City of La Porte's Fairmont Elevated Storage Tank. The award is given for outstanding achievement demonstrating aesthetic merit in industrial or commercial coatings. DUNHAM ENGINEERING also received the award in 2016 for the Imperial Sugar historic EST.



Relevant Water Storage Tank Experience

Sun City 2.0MG CET, City of Georgetown, TX



Dunham Engineering performed preliminary engineering, design, bidding, and general services during construction for the Sun City CET project. We have worked with the City of Georgetown since 2001 performing various design, inspection, rehabilitation, repair, and new construction services for their water system, including the 1.0MG Rabbit Hill CET and 2.0MG Cedar Breaks CET. This project was awarded via a task order on our current professional services contract that dates to 2002.

Scope & Critical Components

During construction, the selected construction firm tried to perform the construction as quickly and cheaply as possible using a one-size-fits-all assembly line approach. In providing construction inspection and management services, we kept the firm on track to meet the specifications and client requirements to ensure that the City of Georgetown got the project they paid for. Services included:

- 16-inch transmission line
- Site & geotechnical survey
- Engineering design
- Structural design
- OSHA/TECQ general safety design
- Fluoropolymer coating design
- Construction phase services
- Custom logo design

Year Complete	DE Team Members	Construction Cost	Reference
2015	Travis Tatum, PE, CWI, NACE, API Jimmy Dunham, PE, NACE, CWI Brad McCrea, NACE III Wesley Oatman, PE, NACE, CW	$3 Million	City of Georgetown Chris Pousson (512) 930-8162 Chris.Pousson@georgetown.org

Dunham Engineering has provided engineering and coating inspection services for the City of Georgetown for 16 years, on both new and existing tanks and structures. This long-standing professional relationship is a testimony to the City's satisfaction with the results we deliver.

Tamm Lane CET Construction Management, Harlingen, TX

DE provided all construction engineering and monitoring, including construction inspection and quality assurance, for Harlingen Water Works System's (HWWS) new 1.75MG composite elevated tank (CET) at Tamm Lane in Harlingen, Texas. The CET consists of a concrete pedestal and steel tank.

We also assisted with shop drawing review, the design of an appropriate mixing system, and analysis of all structural details and appurtenances. The project was completed on schedule and within budget.



Scope & Critical Components

DE's experience with both welded AND concrete structures was invaluable in ensuring HWWS received a structurally sound and aesthetically pleasing project that meets all their water storage and distribution needs. Services included:

- Welding inspection & NDT
- Coating inspection
- Concrete and steel inspection and materials testing
- Structural & environmental design and analysis services

Year Complete	DE Team Members	Construction Cost	Reference
2015	Travis Tatum, PE, CWI, NACE, API Jimmy Dunham, PE, NACE, Wes Oatman, PE Brad McCrea, NACEIII	$3.5M	David R. Sanchez HWWS Water Services Director (956) 440-6582 dsanchez@hwws.com

"Hiring Dunham Engineering is the best money we've spent on this project!" – David Sanchez

Meadowbrook 2.0MG EST Rehabilitation, Fort Worth, TX



DE was selected by the City to provide engineering services and serve as their professional engineering representative for the refurbishment of a 55-year old 2.0MG spheroidal steel elevated storage tank (EST). DE performed a pre-construction inspection and evaluation using ultrasonic testing. The team developed design specification and bid documents, evaluated bid responses, and recommended a contractor. DE's engineers and inspectors also provided construction engineering and monitoring, as well as, welding and coating inspections.

Scope & Critical Components

Because of the size and location of the tank, a full area survey and drainage design was prepared. The project design included site design and grading. The design also included modifications to address ANSI/OSHA and other safety-related deficiencies. Services included:

- Structural repair
- Repainting/repair work
- ANSI/OSHA and AWWA/TNRCC modifications
- Pre-rehab inspection
- Engineering design
- Surveying
- Drainage & grading design
- Construction management

Year Complete	DE Team Members	Construction Cost	Reference
2015	Travis Tatum, PE, CWI, NACE, API Jimmy Dunham, PE, NACE, CWI Wes Oatman, PE Brad McCrea, NACEIII	$1.3 Million	City of Fort Worth Chris Harder, PE (817) 392-8293 Christopher.Harder@fortworthtexas.gov

DE was also awarded a contract to provide engineering, design, and professional services for the repair and repainting of the Seminary Hill 2.0MG EST for the City of Fort Worth. Even competing against larger firms, DE is regularly chosen for complex jobs because of our expertise in coating systems and our track record of resolving issues quickly, at a reasonable cost.

Central Zone & 44th Avenue Water Towers Construction, Stillwater, OK

As part of the Water 2040 Program, the City of Stillwater is constructing two composite elevated tanks (CETs) in one construction contract—the Central Zone and 44th Avenue Water Towers. Upon project completion, each tower will provide an additional one million gallons of water storage, to support projected increased water demand in the City's southwest area.

The Central Zone tower, will be located next to the existing OSU tower. The 44th Tower, with its pedestal under construction, will improve water pressure for the City's rural distribution system and replace two older twin standpipes located north of 44th Avenue.



Services Included & Critical Components

- On-site inspections at the factory over an approximate two-week period per tower
- Inspections of tower shell components at ground level after delivery to the construction sites
- At-elevation inspections of the water towers during construction, at heights up to the peak

Date Completed	DE Team Members	Construction Cost	Reference
2021	Travis Tatum, PE, CWI, NACE, API Jimmy Dunham, PE, NACE, CWI Asa Howie, NACE III Trevor Clark, NACE	$5.4 Million	David Barth City of Stillwater 405-742-8270 D.Barth@stillwater.org

As a local and trusted firm, DE has performed coating inspections for most of the new or rehabilitated water tanks and water towers for the City of Stillwater in the past five years. These repeat engagements are a firm testimony to our reputation for excellence, efficiency, and reliability.



Elevated Storage Tank Inspections & Evaluations, The Woodlands, TX

DE served as prime, project manager, and lead structural engineer for an IDIQ-equivalent General Services Contract with San Jacinto River Authority.

Services Included & Complex Components

- **Task Order 1:** Performed structural and environmental evaluation for six Elevated Storage Tanks (ESTs), the largest of which was 1.0 M Gallons. We recommended renovation priorities for different maintenance issues, based on best value and what extended the life of the structures. The evaluation included assessing corrosion damage.
- **Task Order 2**: Performed design and construction phase services for restoration of EST #5. As part of the project, we performed a more detailed inspection and found significant structural and steel coating issues. We recommended solutions that extend the life the structure.
- **Task Order 3**: Provided Construction inspection for EST #7 and served as client representative. Design was performed by Kimley-Horn. Project came in under budget with no significant change orders.
- **Task Order 4**: DE performed the rehabilitation design for EST #3 and was awarded the construction management phase.

Dunham Engineering has performed similar scopes of work for City of Huntsville and Walker County SUD.

Date Completed	DE Team Members	Construction Cost	Reference
2013- 2021 (Multiple projects)	Travis Tatum, PE, CWI, NACE, API Jimmy Dunham, PE, NACE, CWI Wes Oatman, PE Brad McCrea, NACE III	$500K to $1 Million	SJRA Project Engineer



The project received the 2020 Coatings Industry Spirit Award by The Society for Protective Coatings

Celina Downtown Est Elevated Tank Repainting Project, Celina, TX

The Celina tank was built in 1925 and had received minimal maintenance since, including an unsatisfactory overcoating job in the 1990s. The owners elected for a full blast and recoat, complete with application of the city's logo, to give the tank a new look as the city grows into its future. The tank was removed from the water system during the project. As the existing coatings tested positively for heavy metals, a Class 2A containment system had to be built around the tank structure during surface preparation and coating work. The exterior of the tank was abrasive blast-cleaned with copper slag abrasive, and the coatings and logo design were applied with a fluoropolymer finish. The finished tank now stands as a mark of pride, representing Celina with its new painted logo that is expected to withstand UV light degradation and provide long-term gloss and color retention with good resistance to abrasion and chalking

Services Included & Complex Components

DE completed a full inspection performed in accordance with TCEQ rules and regulations. As part of the inspection, we submitted maintenance recommendations and a preliminary budget for the rehabilitation.

The project required structural repairs, containment, and coating replacement.

- Pre-rehab inspection
- Full Hazardous Heavy Metal Abatement
- Interior and exterior coating systems, including a high-performance fluoropolymer finish.
- Decorative lighting

Date Completed	DE Team Members	Construction Cost	Reference
December 2019	Travis Tatum, PE, CWI, NACE, API Jimmy Dunham, PE, NACE, CWI Joe Seiter, PE Wesley Oatman, PE	$400,000	Jason Laumer City of Celina, TX 972.382.2682 jlaumer@celina-tx.gov

Relevant Water Storage Tank Experience

Downtown 130KG Ground Storage Tank, City of Buda, TX



The City of Buda's 130KG GST is in a very prominent location on Main Street in a booming downtown area. In 2021, the exterior coatings were beginning to fade, chalk, and check giving a less than desirable appearance for such a highly trafficked area. In addition, the appurtenances and interior surfaces were experiencing rapid degradation due to corrosion. Dunham Engineering was chosen to perform a complete rehabilitation of the storage tank to restore the exterior aesthetics and ensure a long life cycle for this critical structure.

Scope & Critical Components

The exterior coating system required nuisance containment and complete exterior coating system replacement. A 4 coat fluoropolymer system was chosen to maximize life cycle costs and extend the aesthetics of the tank for the next 20 plus years. Multiple appurtenances required replacement, as well as 17 interior roof beams. In providing construction inspection and management services, we kept the firm on track to meet the specifications and client requirements to ensure that the City of Buda got the project they paid for. Services included:

- Pre-rehabilitation evaluation
- Heavy metals testing
- Bid phase services
- Engineering design
- Structural design
- OSHA/TECQ general safety design
- Fluoropolymer coating design
- Construction phase services
- Custom logo design

Year Complete	Dunham Team Members	Construction Cost	Reference
2022	Travis Tatum, PE, CWI, NACE, API Jimmy Dunham, PE, NACE, CWI Brad McCrea, NACE III Wesley Oatman, PE, NACE, CWI, NDE	$134,400	City of Buda Blake Neffendorf (512) 312-2876 bneffendorf@budatx.gov

Dunham Engineering has provided engineering and coating inspection services for the City of Buda for 16 years, on both new and existing tanks and structures. This long-standing professional relationship is a testimony to the City's satisfaction with the results we deliver.

Bolivar Peninsula SUD Singing Sands GST Rehabilitation, Crystal Beach, TX

DE was the Engineer of Record and provided all structural designs and details for rehabilitation of a 2.0MG welded steel GST. The project required structural repairs, containment, and coating replacement. The project was completed on schedule and budget.



Scope & Critical Components

During the warranty inspection, we discovered the interior coating had minor defects. DE coordinated the repair effort. The contractor repaired all defects at no cost to the Owner.

DE also worked closely with the City to sponsor a local contest to design the logo, while gaining community interest and pride in the project. The winning design was by an elementary school student. We worked with the graphic designer to produce the scaled detail and punch pattern to apply the design.

- Repainting/repair work
- Structural repair
- Lead paint removal
- ANSI/OSHA and AWWA/TNRCC, sanitary and operational modifications
- Pre-rehab inspection
- Engineering design
- Construction monitoring
- Fluoropolymer coating system

Year Complete	DE Team Members	Construction Cost	Reference
2021	Travis Tatum, PE, CWI, NACE, API Jimmy Dunham, PE, NACE, CWI Brad McCrea, NACE III Richard Robertson D.Eng., PE	$325,000	Bolivar Peninsula SUD Clifford Howard (409) 684-3515

Wastewater Infrastructure
Project Experience & Qualifications



Our water/wastewater team of engineers and inspectors can assist you with performing everything from TCEQ/AWWA/NFPA maintenance inspections to providing turnkey engineering and construction management services for your tanks, clarifiers, filters, and other treatment and storage facilities. Our expertise and experience will help you maximize long-term value and minimize costly corrosion damage to your wastewater structures. We can design and implement a personalized maintenance and compliance plan to ensure compliance with state regulations and industry best practices. Our services include wastewater plant design, fire protection systems, and new construction and rehabilitation of wastewater structures such as tanks and clarifiers.

Anahuac Clarifier Coating and Welding Inspections

In 2017, DEI completed the inspections of the Anahuac Clarifier for coating and welding. The project was part of a contract with Carrol & Blackman, Inc. of Beaumont, Texas for a waste water treatment rehabilitation project.

Scope & Critical Components

DEI's scope was providing an experienced certified inspector to oversee the coating and welding process.

Tanks inspected included:

- Welding Inspection
- Coating Inspection



Year Complete	DE Team Members	Contracted Fee	Reference
2017	Brad McCrea, NACE III Shawn Mcilvain, NACE, API	$15,000 **Construction Cost** $N/A	Toby J. Davis, P.E. LJA Engineering, Inc. (409)833-3363 tdavis@ljaengineering.com

Harris County Precinct 3 Bear Creek WWTP Repair, Houston, TX



In September 2014, DE performed inspection and evaluation of services for nine water plants in Harris County Precinct 3. DEI prioritized maintenance of the water and wastewater facilities to achieve TCEQ compliance and best value. During this evaluation, the Bear Creek WWTP was noted to be in poor condition and need of rehabilitation, including structural repairs and coating replacement.

Scope & Critical Components

In May 2015, Harris County experienced severe flooding over the Memorial Day weekend, partially submerging the Bear Creek WWTP for an extended period. DE evaluated the WWTP after the flood event to determine its current condition, identify any damage caused by the recent flood event, and its suitability for continued service. The bottom 2 feet of the plant experienced accelerated corrosion damage due to the flood waters. DEI determined via visual and ultrasonic testing that the steel wall near the base of the plant had corroded to less than .0625 in. in places. DE recommended immediate rehabilitation of the plant and helped the county secure FEMA funding for the project.

DE performed all engineering design and construction inspection services for the project. The project was completed on budget and approximately two weeks ahead of the initial 90-day schedule, when a second flood, the 2016 Tax Day Flood, occurred. Services included:

- Structural inspection and evaluation
- Rehabilitation engineering design
- Coating replacement
- FEMA funding assistance
- Flood damage structural evaluation
- Construction inspection services

Year Complete	DE Team Members	Contracted Fee	Reference
2016	Travis Tatum, PE, CWI, NACE, API Jimmy Dunham, PE, NACE, CWI Shawn McIlvain, NACE	N/A **Construction Cost** $N/A	Larry Gray, Pct. 3 Water Supt. (281) 250-9967 LGray@pct3.com

Tax Day 2016 Flood Inspections—Bear Creek and George Bush WWTPs

Because of DE's inspection expertise on previous WWTP evaluations, Harris County asked DE to inspect two WWTPs following the devastating Tax Day Flood in 2016—the Bear Creek WWTP previously serviced—and the George Bush WWTP.



- ***DE goes where the project calls—even if it means performing inspections from an airboat in historic flood conditions***

Scope & Critical Components

For the Bear Creek WWTP, DE personnel Travis Tatum, PE, and Shawn McIlvain, NACE responded with Harris County's EMS team to survey the damage via airboat. The reservoir was again flooded and the WWTP partially submerged. Flood waters floated package plants off their foundations, resulting in considerable damage to the facility.

DE designed a repair specification and assisted with contractor selection on an accelerated schedule to allow the contractor to begin work as soon as flood waters receded. DE performed all construction inspection services and oversaw completion of the construction phase of the project within 45 days, saving the County thousands of dollars in temporary wastewater storage and pumping costs.

The flood damage repairs including lifting and resetting the tanks, foundation inspection, design of new anchor bolts, electrical and mechanical repairs, and miscellaneous structural and coating repairs. Again, DE assisted the County with securing FEMA funding for the project.

As a separate work order, DE was also hired to inspect the George Bush WWTP after the Tax Day Flood. The George Bush WWTP suffered only minor damage and was found to be suitable for continued service until its planned demolition in 2018. Services Included

- Structural inspection and evaluation
- Rehabilitation engineering design
- Flood damage structural evaluation
- Construction inspection services
- FEMA funding



Caylor 5 MG Ground Storage Tank Repair & Repainting, Fort Worth, TX

DUNHAM ENGINEERING was awarded the contract for the design and preparation of construction plans and specifications for the Repair & Repainting of the 5 MG Caylor Ground Storage Tank.

Scope & Critical Components

DUNHAM ENGINEERING completed a full inspection performed in accordance with AWWA M-42 and 30 TAC 290 of the TCEQ Rules and Regulations. As part of the inspection, we submitted maintenance recommendations and a preliminary budget for the rehabilitation. We are currently designing the project, based on recommendations made in our report.

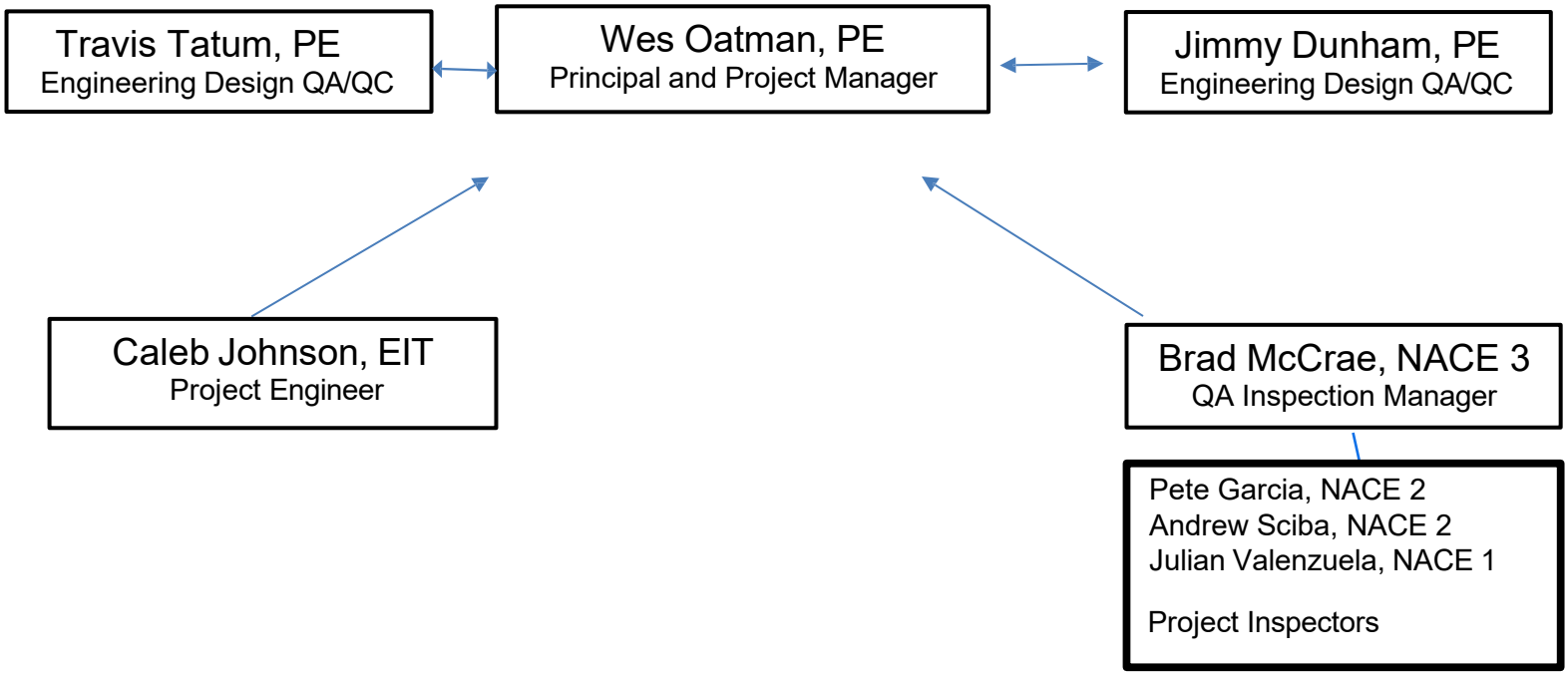


The project requires structural repairs, containment, and coating replacement, as well as, modifications for ANSI/OSHA and other safety related deficiencies.

- Structural repair
- ANSI/OSHA and AWWA/TNRCC, sanitary, and operational modifications
- Pre-rehab inspection
- Bid Phase Services
- Engineering design
- Interior and exterior coating systems
- Construction Phase Services
- Warranty Inspection

Year Complete	DUNHAM ENGINEERING Team Members	Construction Cost	Reference
2020	Jimmy Dunham, PE, NACE, CWI Wes Oatman, PE Richard Robertson D.Eng., PE	$852,435	City of Fort Worth Chris Harder, PE 817-392-8293 Christopher.Harder@fortworthtexas.gov

Organizational Chart



Section 3 -References

1. Ray Mayo- Public Works Director, 281-471-9650, mayo@laportetx.gov
   City of La Porte, TX, 2963 North 23rd St, La Porte, TX 77571

2. Clifford Howard- Asst General Manager, 409-684-3515, clifford@bpsud.com
   Bolivar Peninsula SUD, 1840 St Hwy 87, Bolivar Peninsula, TX 77650

3. James Morrison- General Manager, 936-295-4452, james@walkersud.com
   Walker County SUD, 1401 St Hwy 75N, Huntsville, TX 77320

4. Kyle Eppler- General Manager, 979-219-7814, kyle@wicksoncreek.com
   Wickson Creek SUD, 8770 East St Hwy 21, Bryan, TX 77808

5. Ivan Langford- General Manager, 281-534-8336, ilangfor@gcwcid1tx.gov
   Galveston County WCID#1, 2320 Falco, Dickinson, TX 77539

6. Andy Blaha- Utilities Superintendent, 979-639-1978, ablaha@cityoflg.com
   City of La Grange, TX, 155 East Colorado St, La Grange, TX 78945

7. Campbell Young- General Manager, 979-690-9799, cyoung@wellbornsud.com
   Wellborn Special Utility District, 6784 Victoria Ave, College Station, TX 77845

8. Ramiro Martinez, PE- Eng Operations Manager, 979-764-6349, rmartinez@cstx.gov
   City of College Station, TX, 1101 Texas Avenue, College Station, TX 77840

9. Jerry Davis- Public Works Director, 214-587-4450, gdavis@coppelltx.gov
   City of Coppell, TX, 816 South Coppell Road, Coppell, TX 75019

10. Chris Pousson- CIP Manager, 512-818-3917, chris.pousson@georgetowntexas.gov
    City of Georgetown, TX, 808 Martin Luther King Jr Sr, Georgetown, TX 78626

11. Chris Harder, PE- Water Director, 817-392-5020, Christopher.Harder@Fortworthtexas.gov
    City of Fort Worth, TX, PO Box 870, Fort Worth, TX 76102

12. Joel Green- Superintendent, 830-613-0830, jgreen@horseshoe-bay-tx.gov
    City of Horseshoe Bay, TX, 1 Community Dr., Horseshoe Bay, TX 78657

13. Aaron Schindewolf, PE- Engineer, 281-367-9511, aschindewolf@sjra.net
    San Jacinto River Authority, 2436 Sawdust Rd, The Woodlands, TX 77380

14. Clyde Woods, Utilities Director, 903-390-6359, clyde.woods@fairfieldtexas.gov
    City of Fairfield, TX, 425 W Commerce St, Fairfield, TX 75840

15. Eric Tamayo- Public Works Director, 940-465-1664, etamayo@town.northlake.tx.us
    Town of Northlake, TX, 1500 Commons Circle, ste 300, Northlake, TX 76226

Proposed Project Principal and Project Manager



Wesley Oatman, P.E., CWI, NACE

Engineering Manager

As Engineering Manager, Wesley manages the Dunham Engineering office. Wesley is responsible for all engineering and inspection phases of projects in this division from conception with clients to the final completion of construction. In addition to being fully versed in water storage engineering, Wesley is also a welding and coating inspector with hundreds of construction projects inspected throughout their entirety.

Major Engineering and Management Experience

- Water Storage Tank rehabilitation design and construction inspection:
  - 2016 SSPC William Johnson Award Winner - Imperial Sugar Historic EST Rehabilitation, Johnson Development
  - 2017 SSPC William Johnson Award Winner - La Porte Fairmont Elevated Storage Tank Rehabilitation
  - 2019 SSPC Charles G. Munger Award Winner - Luza Street Elevated Storage Tank Rehabilitation
  - 2020 SSPC Coatings Industry Spirit Award Winner - City of Celina Downtown Elevated Storage Tank Rehabilitation
- Sun City New 2.0M Composite Elevated Storage Tank Design and Construction Management, City of Georgetown, TX
- Modification Inspection & Design per TIA - 222 for Various Monopoles, Self-support Towers, Guyed Towers & High-Mast Light Poles (HMLPs)
- API Inspection, Evaluation, Rehabilitation and Return-To Service of 6 Fuel Storage Tanks for Fikes Waco Terminal, Waco, TX
- Storage tank foundation repair design and inspection, Vopak Deer Park Terminal, Deer Park, TX

Years of Experience

13+

Education

BS, Biological and Agricultural Engineering, Texas A&M University, 2012

Licenses/Certifications

- Professional Engineer: TX, OK, LA
- Certified NACE/AMPP Coating Inspector
- AWS – Certified Welding Inspector
- AWS – Certified Non-Destructive Examiner
- ASTM Concrete Certified
- API 650/653 Storage Tank Engineer

Training

- OSHA Fall Hazard
- OSHA Lead Abatement
- OSHA Confined Space Entry

Associations

- AWWA Steel and Composite Tanks Committee
- AMPP Houston Chapter
- American Society of Civil Engineers (ASCE)

Proposed Support Personnel



Jimmy Dunham, PE, NACE, CWI

QC Engineer

Jimmy Dunham has over 30 years of general engineering experience, including 21 years with the U.S. Army Corps of Engineers. His specialty is steel structures and protective coatings for corrosion control, including water tanks. He has designed and supervised over 500 water tank construction and rehabilitation projects, plus 25 composite elevated water tank projects. Jimmy founded DUNHAM ENGINEERING in 1992 and has grown the company into one of the premier structural and storage tank engineering boutique firms on the Gulf Coast.

Relevant Experience

- Provided engineering design and management for 500+ water tank coating projects, and 150+ lead abatement projects in Texas over the last 20 years.
- Performs approximately 50 structural, environmental, and coating evaluations on water storage tanks and other steel and concrete structures (bridges, pipelines, commercial buildings, etc.)annually.
- Inspected and designed five elevated storage tank rehabilitation projects for Laguna Madre Water District over a four-year period, all requiring containment.
- Performed engineering evaluation of four elevated tanks for Brownsville PUB. Determined three of the ESTs would require rehabilitation over the following five years. Designed the rehabilitation project for one of the ESTs.
- Designed new 1.75MG Tamm Lane CET for Harlingen Water Works System. The CET consists of a concrete pedestal and steel tank.
- Inspected and designed elevated storage tank rehabilitation project for Los Fresnos. Project required containment.
- Inspected and designed rehabilitation of 1.0MG elevated storage tank for City of Paris.

Professional Associations

- American Water Works Association (AWWA)
- Texas Rural Water Association (TRWA)
- American Welding Society (AWS)
- National Association of Corrosion Engineers (NACE)
- The Society for Protective Coatings (SSPC)
- American Society of Civil Engineers (ASCE)
- National Society of Professional Engineers (NSPE)
- Texas Society of Professional Engineers (TSPE)

Years of Experience

30+

Education

- ME, Civil Engineering, Texas A&M University, 1980
- BA, Civil Engineering, Texas A&M University, 1970

Licenses/Certifications

- Professional Engineer No. 17226, AR
- Professional Engineer No. 27292, OK
- Professional Engineer No. 53622, TX- Active Exp 3/31/2024
- Storage Tank Engineer –API 650/653
- NDT Level III – DUNHAM ENGINEERING/ASNT
- Lead Paint Abatement C3– SSPC
- Certified Coating Inspector NACE I
- Certified Welding Inspector– AWS
- OSHA Fall Protection, Lead Abatement, & Confined Space Entry
- AWS, Industrial Radiography Film Interpretations for Welds
- OSHA Construction Standards – Civil Engineering Society
- NACE, Lead Paint Removal

Jimmy is recognized as one of the top storage tank engineers in Texas.

Proposed Support Personnel



Brad McCrea, NACE III

Inspection Manager/Cost Estimator

Brad McCrea has over 35 years of experience in structural inspection and construction, including a wide range of steel and concrete structures. He specializes in tanks and towers, and has personally contracted, painted, and inspected over 100 tank rehabs ranging in size from 25KG to 2MG. As the third generation of tank experts, Brad can walk in and figure out what's wrong and how to fix it. He is skilled at contract management, schedule and budget, and keeping costs reasonable. He understands how to manage contractors and keep them honest. Brad is responsible for all tank and coating inspection training within the firm.

Relevant Inspection and Estimation Experience with Dunham Engineering

- AltonGloor 2M gal Tank, Brownsville PUB, Brownsville, TX
- Laguna Madre 5 ESTs/5 GSTs, Laguna Madre Water District, Port Isabel and South Padre Island, TX
- LBJ Elevated Tank Rehabilitation, City of Pharr, Pharr, TX
- Imperial Sugar Historic EST Rehabilitation, Johnson Development, Sugar Land, TX
- New 1.75MG Tamm Lane CET Construction Management, Harlingen Water Works System, Harlingen, TX
- 300K Gal. Tank Rehabilitation, City of Los Fresnos, Los Fresnos, TX
- Rancho Viejo Pedesphere Rehabilitation, Valley MUD #2. Rancho Viejo, TX.
- Laguna Madre 5 ESTs/5 GSTs, Laguna Madre Water District, Port Isabel and South Padre Island, TX

Years of Experience

35 Years- 9 with Dunham Engineering

Licenses/Certifications

- NACE III Certified Coating Inspector
- Certified Welder- AWS

Training

- OSHA Fall Protection
- Lead Abatement
- Confined Space Entry

Brad is responsible for all tank and coating inspection training within Dunham Engineering, in addition to cost estimation.

Proposed Support Personnel



Pete Garcia, NACE II

Project Inspector

Pete has over 6 years of experience in structural and coatings inspection. Pete regularly manages multiple projects at once. His accuracy and attention to detail make him an invaluable asset to our team and to our clients.

Years of Experience

6 years with Dunham Engineering

Licenses/Certifications

- NACE II Certified Coating Inspector- #75631

Training

- OSHA Fall Protection
- Lead Abatement

Relevant Inspection and Estimation Experience with Dunham Engineering

- Bolivar SUD - 2 EST & 2 GST rehabilitations
- City of LaPorte, TX - 2 EST & 3 GST rehabilitations
- City of Deer Park, TX - 1 EST & 2 GST rehabilitations
- City of Jersey Village, TX - 3 GST rehabilitations
- Galveston County WCID 1 - 1 EST & 1 GST rehabilitation.
- Austin County WSC - 1 STP rehabilitation
- City of Humble, TX - 1 EST & 1 GST rehabilitations
- Harris County 74 - 1 EST, 2 GST, & 1 PT rehabilitations
- City of Olmito, TX - 1 EST rehabilitation
- Jefferson County, TX - 2 EST rehabilitation
- Texas Department of Criminal Justice - 1 EST & 1 GST rehabilitation and annual inspection of 42 tanks

Pete is responsible for quality assurance inspections.



Travis Tatum PE, CWI, NACE, API

Windforce CEO

Travis C. Tatum, PE, has more than 16 years of project management experience in structural engineering, including five years' experience as an independent petroleum Landman. Certified in both civil and structural engineering, he is skilled at bringing projects in on-time and on-budget,
and works with clients to validate change orders to minimize costs. A recognized expert in structural design, construction, and rehabilitation, Travis has presented numerous white papers at various conferences and has served as an expert witness. A licensed pilot, Travis brings the same passion to structural engineering as he does to flying.

Relevant Experience

Elevated Storage Tank Experience

- City of Stillwater 44th Water Tower Construction, Stillwater, OK.
- City of Norman Elevated Water Tower Construction, Norman, OK
- City of Lawton Elevated Water Tower Construction, Lawton, OK
- SJRA Elevated Storage Tanks, Various Locations, TX
- Imperial Sugar Historic EST Rehab, Johnson Development, Sugarland, TX
- Meadowbrook 2MG EST Rehabilitation, City of Fort Worth, Fort Worth, TX
- Fairmont Park EST, City of La Porte, TX
- Tamm Lane CET Construction Management, Harlingen, TX
- Sun City 2.0MG CET, City of Georgetown, TX

Ground Storage Tank Experience

- Caylor 5MG GST Rehab, City of Fort Worth, Fort Worth, TX.
- City of Lawton GST Construction, Lawton, OK
- City of Sand Springs GST Construction, Sand Springs, OK
- Harris County PCT 3 Bear Creek WWTP Repair, Houston, TX

Professional Associations

- Texas Rural Water Association (TRWA)
- American Welding Society (AWS)
- National Association of Corrosion Engineers (NACE)
- The Society for Protective Coatings (SSPC)
- American Society of Civil Engineers (ASCE)
- National Society of Professional Engineers (NSPE)
- Texas Society of Professional Engineers (TSPE)

Years of Experience

17

Education

- ME, Civil Engineering, Texas A&M University, 2008
- BBA, Finance, Texas A&M University, 2001

Licenses/Certifications

- Professional Engineer No. 30233, OK
- Professional Engineer No. 110343, TX (CIV, STR)
- Lead Paint Abatement C3–SSPC
- API 653 Storage Tank Inspector with STISP001 Adjunct Certification
- Certified Coating Inspector NACE I
- NDT Level III – DEI/ASNT

Training

OSHA Fall Protection, Lead Abatement, & Confined Space Entry

Professional Associations

API Sub-Committee on Above-Ground Storage Tanks

Travis's background in business is one reason he excels at managing project budgets.

Sample COI- updated and certified COI to be provided on request

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2020

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

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

PRODUCER **Arthur** J. Gallagher **Risk** Management Services, Inc. **2 Westchester Park Dr 3rd** FI **White Plains NY 10604**	**Alice** Lara 860-418-5337 **rttc** No\: 914-696-1010 alice lara@aia.com

INSURER(SI AFFORDING COVERAGE	NAIC#
INSURER A: LM Insurance Corooration	33600
INSURER B: Ironshore Specialty Insurance Co	**25445**
INSURER c: Nautilus Insurance Comoanv	17370
INSURERD:	
INSURERE:	
INSURERF:	

INSURED HMTHOLD-01
HMT LLC
19241 David Memorial Drive, Suite 150
Woodlands, TX 77385

COVERAGES **CERTIFICATE NUMBER:** 1110614146 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE			POLICY NUMBER		POLICY EXP MM/DD/YYYY	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [R] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [R] PRO- JECT [R] LOC OTHER			004011601	41112020	4/112021	EACH OCCURRENCE PREMISE (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ASS-691-448833-110	411/2020	41112021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB EXCESS LIAB OED RETENTION $			FFX203170010	41112020	4/112021	OCCUR CLAIMS-MADE EACH OCCURRENCE AGGREGATE X	$ 10,000,000 $ 10,000,000 $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** YIN ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandato,y In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		NIA	WAS-69D-448833-100 WCS-691-448833-130	41112020 411/2020	4/112021 41112021	PER STATUTE OTH-ER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE· POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Conlt8r:tcrrs Pollution Liability Prrofe.sslonal Uabilily			004011601	41112020	41112021	Pollution Ll.ab_ Or:.r.ur Aggregate	$1,000,000 $2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, AddWonal R,emark.s Schedule, may be attached If more space Is required)
Certificate holder is included as an Additional Insured excluding Workers' Compensation, Employers' Liability as required by written contract, but subject to the policy terms, conditions and exclusions and as permitted by law. **All** policies include a Waiver of Subrogation in favor of the certificate holder as required by written contract, but subject to the poli terms, conditions and exclusions and as permitted by law.
General Liability, Automobile Liability, mployers Liabili ty are included as underlying policies under the Umbrella policy.

CERTIFICATE HOLDER

City of Hempstead, TX
1125 Austin Street
Hempstead TX77445

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LO C #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMEDINSURED
Arthur J. Gallagher Risk Management Services, Inc.	HMT LLC 19241 David Memorial Drive; Suite 150 The Woodlands, TX 77385
POLICY NUMBER	
CARRIER NAIC CODE	EFFECTIVE DATE: 04/01/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Named Insured List

Named Insureds include the following:

HMT LLC
HMT Holding Inc.
HMT Holdings 11, LLC
HMT Inspection, a division of HMT LLC
HMT Tank Service LLC
Paragon Tank and Equipment LLC
Paramount Painting & Industrial Services, Ltd.
Pasadena Tank Corporation
PPIS Management, LLC
Techcote Industrial Coating, Ltd.
Techcote Holdings, LLC
Titan Acquisition LLC
United Tank Technology, Inc.
Tailwind HMT Holding Corp.
Dunham Engineering LLC

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RFQ FORM A

Responder: Dunham Engineering

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts and Procurement Specialist upon request.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

h. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

   i. The correct and full legal name of the Responder is:

   ii. The business is a (Sole Proprietorship) (Partnership) (Corporation).

   iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

i. Please describe your company in detail.

j. The address of the principal place of business is:

k. Company telephone number and e-mail addresses:

l. Number of employees:

m. Name of employees to be assigned to this Project:

n. Company identification numbers for the Internal Revenue Service:

o. Provide Lee County business tax receipt number, if applicable, and expiration date:

p. How many years has your organization been in business? Does your organization have a specialty?

q. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed.

r. Have you ever failed to complete any work awarded to you? If so, where, and why?

s. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Response for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
See Proposal				

(Continue list as necessary)

t. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
See Proposal		

The foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFQ Form B

Responder: James Billings

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts AND Procurement Specialist upon request.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact: See Proposal
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

2. Name of Contact: See Proposal
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

3. Name of Contact: See Proposal
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

4. Name of Contact: See Proposal
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

RFQ FORM D

Responders: Dunham Engineering

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

RESPONDER'S CERTIFICATION

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.
I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.
I certify that all information contained in this response, which includes the TOWN required RFQ forms, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.
The firm and/or Responder hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.
I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other Responder is interested in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
If this response is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder,

employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Dunham Engineering
~~Name of Business~~

By: Signature James Billings

James Billings
~~Print Name and Title~~

Business Development manager

6102 Imperial Loop Dr. College Station, TX 77845
~~Mailing Address~~

[1]STATE OF ~~FLORIDA~~ Texas)
COUNTY OF ~~LEE~~ Montgomery)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 21st day of November, 2025 by means of ( ) physical presence or (X) online notarization, personally appeared James Billings as Dunham Engineering of (Company Name), (X) who is personally known to me or ( ) who has produced _____ as identification.

Kathy A. Ritchie
NOTARY PUBLIC – State of Florida

My commission expires: Oct. 9, 2029

KATHY A RITCHIE
My Notary ID # 124003630
Expires October 9, 2029

[1] Rev 1-28-25



PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES FOR

North Island Water Tower

TOWN OF FORT MYERS BEACH, FLORIDA



TETRA TECH

Letter of Transmittal



TETRA TECH

November 24, 2025

Procurement Department
Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL 33931

Subject: RFQ 26-03-AD | Engineering & Architectural Services for the North Island Water Tower

Dear Members of the Selection Committee,

The Town of Fort Myers Beach has a long history of prioritizing resilient infrastructure to support its residents and visitors. Tetra Tech is proud to have partnered with the Town for over 15 years, providing support on critical water initiatives. In the wake of Hurricane Ian, Fort Myers Beach continues to face significant operational challenges in restoring and maintaining essential services. The rehabilitation of the North Island Water Tower Complex is a key step in the Town's ongoing efforts to build back stronger. With a deep understanding of the Town's infrastructure and long-term goals, Tetra Tech is committed to delivering a sustainable and resilient solution tailored to Fort Myers Beach's needs.

Our team brings a proven track record in delivering federally funded, flood-hardened utility infrastructure projects in coastal communities — including the recent Moss Marina Booster Pump Station initiative. That effort not only reflects our understanding of FEMA and ASCE 24-14 flood elevation design standards, but also our ability to coordinate with federal, state, and local agencies in compliance with 2 CFR Part 200 and 24 CFR Part 570 requirements. These experiences directly govern our approach for the North Island Water Tower, which must balance long-term operability, climate resilience, and community benefit.

We have assembled a dedicated, multidisciplinary team with extensive experience in potable water tank and pump station design, structural and electrical hardening, SCADA integration, and Davis-Bacon wage compliance. This team has delivered over 25 projects which have included either new or replacement water storage tanks and high service pump stations over the past 30 years in Southwest Florida alone. **Daniel Nelson, PE**—who has served the Town and Lee County for more than 29 years—will serve as Client Manager. He will be supported by **Eric Fey, PE** as Project Manager, and a team of specialists who have recently completed similar

Tetra Tech Presents to the Town of Fort Myers Beach:



Proven Local Expertise with **15+** Years of Partnership



National Team with Local Resources for Comprehensive Solutions



Proven track record in delivering federally funded, flood-hardened utility infrastructure projects in coastal communities

projects in Cape Coral, Charlotte Harbor, and Collier County. Eric Fey has been assisting the Town with the Tier 1 side street improvements, as well as the interim improvements to the existing Moss Marina Booster Station.

In line with the Town's priorities outlined in the RFQ—resilient infrastructure, regulatory compliance, timely delivery, and M/WBE participation—we have partnered with **Angie Brewer & Associates**, and **Cella Molnar & Associates**, both of which bring strong community and funding expertise and are state-certified DBE/WBE firms.

Thank you for your continued trust in Tetra Tech. We are ready to begin immediately and look forward to collaborating with the Town to bring the North Island Water Tower Complex back into full service—with enhanced resilience, operational longevity, and public value.

Sincerely,

Tetra Tech, Inc.

Daniel Nelson, PE
Vice President | Client Manager
Tetra Tech, Inc.
danny.nelson@tetratech.com
239.390.1467



10600 Chevrolet Way
Suite 102
Estero, FL 33928

RFQ: 26-03-AD | Engineering & Architectural Services for the North Island Water Tower



TETRA TECH

DATE OF SUBMITTAL:

NOVEMBER 24, 2025 AT 8:30AM

POINT OF CONTACT: Danny Nelson, PE

10600 Chevrolet Way,
Suite 102
Estero, FL 33928

danny.nelson@tetratech.com

239.390.1467

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FORMS **FORMS**
RFQ Form A: Qualifications Statement
RFQ Form B: References (4 required)
RFQ Form C: Personnel Hourly Rate Schedule
RFQ Form D: Proposer's Certification (notarized)
Insurance Certificate
Affidavit of Compliance with Florida Statutes Section 287.138 and 787.06

AUTHORIZED TO OPERATE IN FLORIDA

Tetra Tech is a leading provider of consulting and engineering services, known for delivering innovative solutions in water, environment, infrastructure, resource management, and energy. With a strong presence across the United States, Tetra Tech maintains the necessary licenses and certifications to operate in Florida, **including by the Florida Department of State.** Our team includes Florida-registered professional engineers and specialists who understand the regulatory environment and project requirements unique to the state.



State of Florida
Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 25, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of February, 2025

Secretary of State

Tracking Number: 5880753893CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

EXPERT PROJECT TEAM FOR SEAMLESS EXECUTION

Tetra Tech is a full-service engineering consulting firm. We offer proven experience and demonstrated excellence in professional engineering, surveying, and consulting. We are committed to providing quality service and cost-effective solutions. Our award-winning team is recognized for innovation and dedication over the years, and we bring that perspective to each new project.

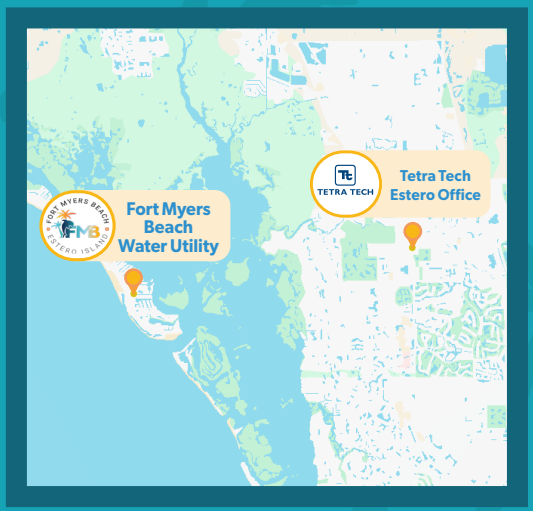
Tetra Tech is a leading provider of consulting, engineering, and technical services and was formed in 1966. We have served Florida since 1977. We are ranked No. 3 in Top 500 Design Firms by *Engineering News-Record (ENR)*. We are also No. 2 in Water; No. 1 in Environmental Management; No. 2 in Dams & Reservoirs; and No. 3 in Transmissions and Aqueducts.

Tetra Tech supports government and commercial clients in infrastructure and resource management. We work to plan, design, permit, and construct capital improvement projects for growing communities; such projects include the construction of new systems, upgrades of existing systems, system evaluations, and system improvements for efficiency. Throughout Florida, we focus on a variety of specialized projects, and we maintain a strong working knowledge of all applicable state and federal regulations. Our team's organizational structure is provided on the following page and supplemented by an overview of our key personnel.

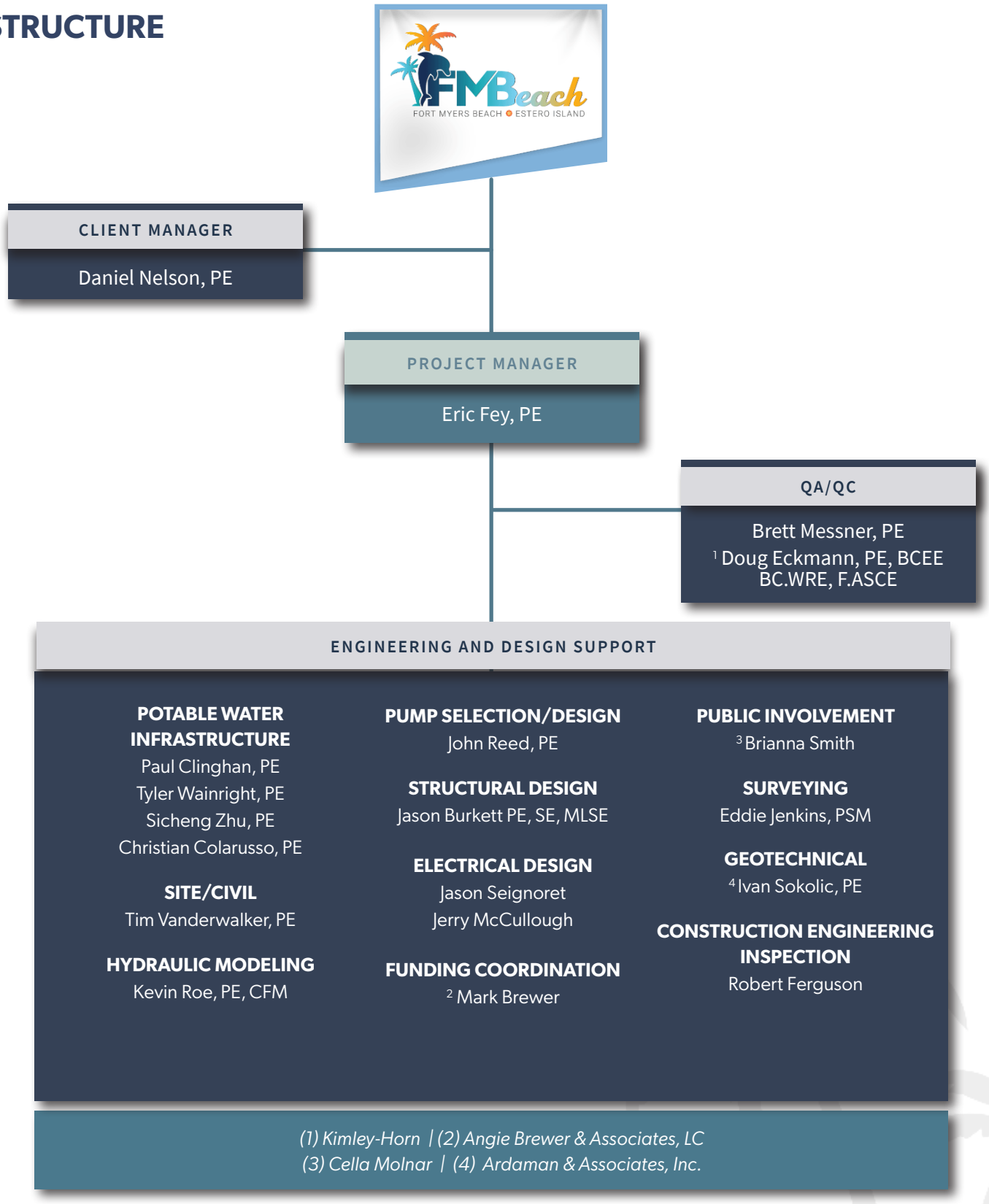
OFFICE LOCATIONS

With 500 offices worldwide, Tetra Tech has the local presence and global resources to serve you. We have over 800 employees in 23 offices in Florida. The North Tower Complex improvements will be performed from our Lee County office located at 10600 Chevrolet Way, Suite 102, Estero, FL 33928, fewer than 20 miles from Estero Island and the Town of Fort Myers Beach.

Tetra Tech's office proximity will facilitate coordination and good communication between the Tetra Tech team and Town staff, which is essential to successfully completing Town projects. Physical proximity will also enhance involvement of Town staff in every element of design, permitting, and construction.



ORGANIZATIONAL STRUCTURE



Dedicated and Experienced Management Team



Eric Fey, PE
Project Manager

» Responsible for the coordination and management of the project to final completion

» Eric has led multiple water infrastructure projects in coastal Southwest Florida, including post-Hurricane Ian pump station rehabilitation efforts for the Town of Fort Myers Beach, showcasing deep understanding of resilient design to withstand flooding and storm surge events

» He has successfully managed projects that require compliance with CDBG-DR guidelines, FEMA flood elevation standards, and HUD documentation, ensuring adherence to all federal procurement regulations and quality assurance protocols

» With 22 years of experience in both public and private sectors, including past work for county government, Eric brings strong coordination skills with municipalities and utility providers—essential for the permitting, procurement, and oversight aspects of this project

» Eric is currently managing ongoing utility design and rehabilitation efforts within Fort Myers Beach, including the Marina Booster Pump Station and Tier 1 Water and Stormwater System Improvements, reflecting his trusted partnership with the Town and familiarity with its infrastructure needs

» From conceptual design to construction administration, Eric leads teams across surveying, permitting, hydraulic modeling, SCADA integration, and stakeholder engagement, aligning closely with the North Island Water Tower RFQ's holistic scope

» His leadership on projects such as the Eagle Creek Weir Automation and Victoria Park Pump Station illustrates a capability to integrate modern technology and automation into storm- and flood-prone utility assets, enhancing operational reliability during disaster events



Daniel Nelson, PE
Client Manager

» Vice President/Southwest Florida Operations Manager

» Client Manager for over $100M in water and stormwater upgrades in Fort Myers Beach, including 200,000+ LF of pipe replacement

» Managed over $250M in SRF and $20M in alternative funding, with strong CDBG-DR and FEMA grant experience

» Oversaw post-disaster and flood-resilient infrastructure projects using FEMA and AWWA J100 standards

» Delivered multiple elevated/ground storage tanks and booster station projects across Southwest Florida

» Directed emergency inspections and FEMA coordination after Hurricane Ian, restoring 48 facilities and 323 lift stations

» Provides full lifecycle services—planning, permitting, design, CEI—for major utility infrastructure

KEY LEAD STAFF QUALIFICATIONS

QA/QC



Brett Messner, PE
QA/QC

» Born and raised in Southwest Florida

» Engineer-of-Record for 90,000+ LF of water/stormwater improvements in Fort Myers Beach, including Estero Blvd and side street upgrades

» Led post-Hurricane Ian inspections and restoration of 48 water facilities and 323 lift stations in Lee County, supporting FEMA reimbursements

» Developed the Town's Potable Water Facilities Plan, recommending $26.7M in looped PVC distribution system upgrades and new hydrants

» Recent project manager for a new storage and booster station, including two 5 MG ground storage tanks near Pine Island for the City of Cape Coral



Doug Eckmann, PE, BCEE, BC.WRE, F.ASCE | QA/QC
Kimley-Horn

»Over 40 years of potable water infrastructure experience

» A member of the Local Planning Agency Review Committee for Fort Myers Beach and long-time resident

» Client manager at Boyle Engineering for the building improvements to the North Tower following Hurricane Charley

Key Design Team



Paul Clinghan, PE |
Potable Water Infrastructure

- 38 years of experience managing large-scale water, wastewater, and stormwater projects across Florida and the U.S.
- Currently serving as the construction phase Project Manager for the Town's Tier 1 Side Street Potable Water and Stormwater Improvements
- Directed over $800M in Utilities Extension Programs in Cape Coral, covering water, wastewater, irrigation, and storm systems



Tyler Wainright, PE |
Potable Water Infrastructure

- Engineer-of-Record for the rehabilitation of the Goodland Booster Station including replacement of its 0.50 MG ground storage tank
- Provided emergency inspections and FEMA documentation efforts following Hurricane Ian, restoring 48 water facilities and 323 lift stations in Lee County
- Managed major storage and booster station projects, including two 5-MG tanks and high-service pumps for reclaimed water systems



Tim Vanderwalker, PE | Site/Civil

- Project Engineer for the Town's stormwater and water system upgrades, including over 42,500 LF of drainage improvements and joint outfall modeling for Estero Boulevard
- Project Manager for FEMA documentation and emergency inspections after Hurricane Ian, restoring 48 facilities and 323 lift stations in Lee County
- Managed potable water and stormwater planning, permitting, and implementation for multi-phase infrastructure upgrades on coastal barrier islands



Kevin Roe, PE, CFM | Hydraulic Modeling

- Lead hydraulic modeler for the Town's updated potable water model, including 45+ miles of mains, booster station, and 1.5 MG storage tanks
- Delivered FEMA-aligned modeling and planning for communities vulnerable to storm surge, including Sanibel-Captiva and Hollywood Beach
- Supported USDA and CDBG funding efforts with hydraulic modeling and system evaluation for projects in Estero, CHWA, and Fort Myers Beach



John Reed, PE | Pump Selection/Design

- Engineer-of-Record for multiple 5-MG ground storage tanks and high-service pumping facilities across Florida
- Extensive reclaimed water system design experience, including alternative water supply projects integrating storm and surface water
- Supported FDEP permitting and SRF documentation for complex treatment and transmission projects statewide



Jason Burkett PE, SE, MLSE | Structural

- Structural engineer for multiple 5-MG ground storage tanks, pump stations, and hurricane-rated facilities across Florida
- Conducted structural assessments and restorations for 48 facilities and 323 lift stations post-Hurricane Ian, supporting FEMA documentation and funding
- 20+ years of experience leading structural design for water/wastewater treatment plants, elevated tanks, and stormwater infrastructure



Eddie Jenkins, PSM | Surveying

- Provided surveying for over 90,000 LF of water and stormwater improvements and 4.3 square miles of roadway for utility design on the island
- Utilizes UAV LiDAR, GPS, and conventional methods for topographic, utility, and as-built surveys, ensuring accurate data for design and construction
- 39 years of surveying experience, including major water/wastewater infrastructure projects across Southwest Floridae



Robert Ferguson | Constructional Engineering Inspection

- Brings 22 years of inspection experience with certifications in concrete, asphalt, erosion control, and MOT—ideal for quality assurance on vertical and underground utility systems
- Serving as Senior Inspector for Tier 1 improvements in Fort Myers Beach, including water main and drainage installation with erosion and traffic control oversight
- Skilled in verifying pay applications, documenting field directives, and coordinating with contractors to ensure adherence to standards and project goals



Sicheng Zhu, PE |
Potable Water Infrastructure

- Leads potable water system modeling and analysis for the Town, including calibration and capacity evaluations for future demands
- Designed over 100 miles of water, sewer, and irrigation systems for Cape Coral's North 1 & 3 UEP and Southeast Lee County's major wastewater transmission projects
- Performed inspections and infrastructure restoration post-Hurricane Ian, contributing to FEMA funding documentation for Lee County Utilities



Christian Colarusso, PE |
Potable Water Infrastructure

- Manages upgrades and expansions for Charlotte Harbor Water Association, including RO plant, 100,000 LF of mains, and elevated-to-ground tank conversion
- Led emergency assessments post-Hurricane Ian and supported FEMA documentation for Lee County water and lift station systems
- Engineer-of-Record for the replacement of Charlotte Harbor Water Association's 0.08 MG elevated potable storage tank with a new 0.5 MG GSR and booster station



Jason Seignoret | Electrical Design

- Expertise includes design of electrical and instrumentation systems for municipality water, wastewater plants, and lift stations
- 17 years of experience involving field surveys of existing conditions, drawings, electrical load calculations, equipment specification and producing inclusive packages for contractor bidding, including project-specific specifications and panel design



Jerry McCullough, PE |
Electrical Design

- 36 years of electrical/automation experience in the planning, analysis, design, and construction of PLCs, HMIs, Motor Control Centers, MV, and LV switchgear, transformers, and AC drives
- Led electrical engineering efforts for post-Superstorm IAN electrical/automation items at water and wastewater facilities for the City of Fort Myers

Key Strategic Teaming Partners

Brianna Smith | Public Involvement
Cella Molnar

- Over 30 years of experience in construction materials, regulatory, environmental, permitting management, and public information across Florida
- Experienced in stakeholder engagement and managing public information projects, including communication with residents, businesses, and contractors

Ivan Sokolic, PE | Geotechnical
Ardaman & Associates

- 26 years of experience in management, design, and construction of geotechnical engineering projects, including eight years with FDOT
- Project experience includes foundation design, testing, and materials testing for a variety of structures, including industrial, commercial, residential, transportation facilities, park facilities, and water treatment plants

Mark Brewer | Funding Coordination
Angie Brewer & Associates

- Over 30 years of experience in advanced computer technology, including the development of Davis Bacon Compliance Monitoring software, utilized in securing and managing over $6 billion in grants and loans for local government capital projects
- Extensive experience in federal and state grant and loan planning, application, and administration, including managing over 20 CDBG-funded projects over a 30+ year period



Personnel Qualifications

(title/qualifications,role, years of experience, and licenses, and availability)

You have the commitment of our Client Manager and Project Manager that the individuals will be available for the duration of this contract. The majority of our experience has been with our team and we do not expect any changes.

Key Personnel Name	Role/Title	Years of Exp.	Years with Firm	Licenses/ Certifications	Degree	Availability	Similar Experience within Florida	Pump Station Upgrades	Water Storage Tank
Eric Fey	Project Manager	22	3	PE, FL	BS	50%		✓	✓
Danny Nelson	Client Manager	29	29	PE, FL	BS	35%	✓	✓	✓
Brett Messner	QA/QC	14	14	PE, FL	MS, BS	15%	✓	✓	✓
Doug Eckmann	QA/QC	52	5	PE, FL; BCEE; BC.WRE; F.ASCE	MBA, BS	15%	✓	✓	✓
Paul Clinghan	Potable Water Infrastructure	38	2	PE, FL	BSCE	65%	✓	✓	✓
Tyler Wainwright	Potable Water Infrastructure	12	12	PE, FL	BS	40%	✓	✓	✓
Sicheng Zhu	Potable Water Infrastructure	6	6	PE, FL	MS, BS	55%	✓	✓	✓
Christian Colarusso	Potable Water Infrastructure	15	6	PE, FL	BS	35%	✓	✓	✓
Tim Vanderwalker	Site/Civil	18	18	PE, FL	MBA, BS	30%	✓		
Kevin Roe	Hydraulic Modeling	17	12	PE, FL; CFM	BS	60%	✓	✓	✓
John Reed	Pump Selection/Design	16	5	PE, FL	MBA, BS	50%	✓	✓	✓
Jason Burkett	Structural Design	19	13	PE, FL; SE; MLSE	MS, BS	20%	✓	✓	✓
Jason Seignoret	Electrical Design	17	12	--	BS	40%	✓	✓	
Jerry McCullough	Electrical Design	36	2	PE	MBA, BS	40%	✓	✓	
Brianna Smith	Public Involvement	10	10	--	MBA, BA	50%	✓	✓	
Ivan Sokolic	Geotechnical	26	5	PE, FL	MS, BS	45%	✓	✓	✓
Robert Ferguson	Construction Engineering Inspection	22	1	--	BA, AA	50%	✓	✓	
Eddie Jenkins	Surveying	39	33	PSM	--	50%	✓	✓	
Mark Brewer	Funding	31	30	--	MS, BS	45%	✓		



PROJECT MANAGER

ERIC FEY, PE

EXPERIENCE

Marina Booster Pump Station Rehabilitation, Town of Fort Myers Beach, FL. Project Manager. Project Manager for rehabilitation of the storm surge-damaged booster pump station. Work includes pump replacement, VFDs, and SCADA/electrical improvements—critical experience for resilient, coastal water infrastructure.

Broadway Avenue East Utilities Extension Project (UEP), Village of Estero, FL. Project Manager. Project Manager for a major water, wastewater, and stormwater expansion project. Tasks include full lifecycle management—modeling, permitting, funding, and public outreach—aligned with RFQ requirements.

Tier 1 Potable Water and Stormwater System Improvements, Town of Fort Myers Beach, FL. Project Manager. Project Manager providing design, permitting, and construction support for comprehensive stormwater and potable water improvements across 31 streets on a barrier island.

Lehigh Acres WWTP Permit Revision & Reuse Expansion, FGUA, Lehigh Acres, FL. Project Manager. Project Manager for expanding reclaimed water capacity and service area. Includes permitting, hydrogeological evaluation, and well installation—critical for systems with storage/distribution components.

Eagle Creek Weir Automation, Collier County, FL. Project Manager. Project Manager for design of automated weir systems including actuators, SCADA integration, and backup power. Demonstrates ability to lead remote monitoring/control retrofit projects for flood-resilient infrastructure.

Victoria Park Pump Station Design (Phase II Automation), Collier County, FL. Project Manager. Led the full automation and SCADA integration of a stormwater pump station. Relevant to telemetry, backup systems, and electrical design standards sought in the RFQ.

Stormwater SCADA Master Plan, Collier County, FL. Project Manager. Project Manager for evaluating and prioritizing SCADA and communication upgrades at 60+ stormwater control structures. Included standards development for fiber connectivity and control architecture—directly relevant to telemetry and SCADA expectations of the RFQ.

Fifth Street Utility Adjustments, Town of Fort Myers Beach, FL. Project Manager. Project Manager for utility coordination and relocation in response to FDOT improvements. Includes permitting, water main lowering, and coordination with other infrastructure—demonstrating Eric's responsiveness and experience in constrained, multi-agency environments.

Moss Marina Booster Station Replacement, Lee County, FL. Civil Engineering Lead. Responsible for the site layout, parking and drainage improvements required for the new Moss Marina Booster Station, which is being relocated to San Carlos Island and will be owned and maintained by Lee County. Coordination for decommissioing of the existing Moss Marina is included as well. The project is currently in design and is being funded by CDBG.



EDUCATION

BS, Civil Engineering, Valparaiso University

REGISTRATIONS

Professional Engineer, Florida, No. 65601, 2007

AFFILIATIONS

Chapter Member, Florida Water Environment Association

OFFICE

Estero, FL

YEARS OF EXPERIENCE

22

CLIENT MANAGER & CITY'S PRIMARY POINT OF CONTACT

DANNY NELSON, PE

EXPERIENCE

Potable Water Remote Storage and Booster Station, Charlotte Harbor Water Association, FL. Client Manager. Client Manager for replacement of an 80,000-gallon elevated storage tank with a 500,000-gallon ground storage tank and booster pump station—directly aligned with North Island scope.

Water System Improvement Program, Town of Fort Myers Beach, FL. Engineer-of-Record. Engineer-of-Record for 90,000+ LF of distribution and stormwater piping. Includes pipe replacement, fire flow modeling, and coastal resilience design.

North Irrigation Storage Tanks and High Pumping Stations, City of Cape Coral, FL. Project Manager. Design and implementation of two 5-MG ground storage tanks and high-service pumping station for reuse water. Showcases tank design, permitting, and SCADA integration.

Shell Creek Reverse Osmosis WTP, City of Punta Gorda, FL. Project Manager. SRF-funded $40M project for a 4.0-MGD RO facility with high-pressure membrane treatment, ground storage tank, and injection well—relevant to source water and pressure system planning.

Airglades Potable Water Storage Tank Replacement, Hendry County, FL. Project Manager. Responsible for the replacement of an existing 180,000 metal ground storage tank with a new 500,000 gallon prestressed concrete storage tank and associated piping improvements.

SRF Program Leadership, Fort Myers Beach & Sanibel, FL. Project Manager. Managed $55M+ in SRF-funded stormwater and water system projects, including documentation, compliance, and disbursement processes for infrastructure resilience improvement.

Crystal Drive Water Main Replacement, Lee County Utilities, FL. Designed and implemented over 2 miles of transmission and distribution piping in a highly constrained, residential/commercial corridor.

Carica Pump Station Improvements, Collier County, FL. Client Manager. Preliminary and final design, permitting, bidding, and engineering. Carica is the County's largest potable water pump station, pumping up to 26 MGD of potable water to supply a majority of the County and provide sufficient pressures to meet fire flow demands at the extremities of the distribution system. Performed hydraulic modeling of pump suction piping and vertical turbine cans and determined piping was too small to handle peak flows and the pipe orientation within the pipe trench feeding the pumps created too much headloss. Increased conveyance capacity by replacing all the 36- and 48-inch diameter yard piping inside and outside of the station and replacing the 400-HP pumps, motors, VFDs, ATSs, and electrical components inside of the station.

Marina Booster Pump Station Improvements, Town of Fort Myers Beach, FL. Client Manager. The Town of Fort Myers Beach receives potable water under Mantanzas Pass from Lee County. The booster station is an in-line station consisting of two vertical turbine pumps in cans that are over 40 years old. Tetra Tech has been working with the Town on modeling alternatives for improvements and assisting with miscellaneous efforts including rebuilding pump motors; developing design alternatives for improvements and assisting with selection of interim pump for replacement while a permanent off-island solution is developed.



CLIENT MANAGER

EDUCATION

BS, Civil Engineering, Florida State University

REGISTRATIONS

Professional Engineer, Florida, No. 56152, 2000

AFFILIATIONS

American Water Works Association

Water Environment Federation

OFFICE

Estero, FL

YEARS OF EXPERIENCE

29

QA/QC

BRETT MESSNER, PE

EXPERIENCE

Water System Improvement Program, Town of Fort Myers Beach, FL. Project Engineer. Engineer-of-Record for over 90,000 LF of water and stormwater improvements on a coastal barrier island. The project included hydraulic modeling, replacement of asbestos cement transmission mains with 12- and 16-inch PVC, and installation of new fire hydrants and 6- and 8-inch PVC distribution lines across all side streets. This work supports resiliency and long-term water service reliability for the Town's vulnerable infrastructure.

North 1 Utilities Extension Program, City of Cape Coral, FL. Project Manager. Oversaw design, permitting, and CEI services for a $400M utility expansion across a 4.3-square-mile area. Project included 66 miles of potable water mains, 77 miles of irrigation mains, 14 miles of force mains, and 20 lift stations. Demonstrates experience with large-scale utility infrastructure and capital program delivery.

Distribution System Improvements, Charlotte Harbor Water Association, Punta Gorda, FL. Program Manager. Led replacement of 96,000 LF of 4- to 8-inch water mains. Work was conducted within environmentally sensitive areas, requiring coordination with USFWS due to gopher tortoise presence. Included open-cut and directional drill installations, highlighting experience with rural and residential transmission system upgrades.

North Irrigation Tanks and Booster Station, City of Cape Coral, FL. Project Manager. Designed and oversaw construction of a 10-MGD booster station with two 5.0-MG ground storage tanks. The project addressed growing irrigation demands and included SCADA integration, tank hydraulics, and surge protection—directly applicable to storage and pumping systems like those in the North Island Water Tower project.

Potable Water Facilities Plan, Town of Fort Myers Beach, FL. Project Manager. Completed facilities planning, fire flow analysis, and alternatives evaluation to improve service reliability and system redundancy. Recommended looping the water system using 8-, 10-, and 16-inch PVC mains and coordinated with FDOT for right-of-way impacts—critical planning experience for barrier island infrastructure.

Elevated Storage Tank Replacement, Charlotte Harbor Water Association, FL. QA/QC. Project includes the replacement of an existing aging 80,000 gallon elevated storage tank with a new 500,000 gallon ground storage tank and high service booster pump station. Services included assistance with siting and property acquisition; zoning modifications; hydraulic modeling, preliminary and final design; permitting, bidding, construction management and funding assistance. For funding, Tetra Tech provided the technical assistance and served as the primary point of contact with the USDA for a loan/grant which resulted in receiving over $7.5M in grants for the $10M project. Improvements include site design with parking and drainage; a new 500,000 gallon prestressed concrete storage tank; a high service pump station with three vertical turbine pumps, electrical components, including emergency power generator and yard piping.



EDUCATION

MS, Civil Engineering, University of Florida,

BS, Civil Engineering, University of Florida, Cum Laude

REGISTRATIONS

Professional Engineer, Florida, No. 77029, 2014

AFFILIATIONS

American Public Works Association

American Society of Civil Engineers

OFFICE

Estero, FL

YEARS OF EXPERIENCE

14

QA/QC

Kimley»Horn

DOUG ECKMANN, PE, BCEE, BC.WRE, F.ASCE

EXPERIENCE

Rivanna Water & Sewer Authority (RWSA), South Fork Rivanna Reservoir (SFRR) Intake, Charlottesville, VA. Project Quality Manager and Technical Advisor for a 25 million gallons per day (MGD) intake structure and pumping station, along with a 36-inch raw water transmission pipeline connecting the South Fork Rivanna Reservoir (SFRR) and the Ragged Mountain Reservoir. Kimley-Horn's scope included alternative analysis, bathymetric evaluation of the deep reservoir, and computational fluid dynamics (CFD) modeling of the intake and pump bays. The design features motorized gates for seasonal withdrawal at varying depths, six 450-horsepower pumps, electrical systems, and standby power, with all critical components elevated five feet above the 500-year flood elevation. The project utilized 3D Revit modeling for coordination and visualization. With a fast-tracked design schedule targeting completion by September 2025, the project is budgeted at $32.3 million (2024).

City of Fort Myers Treeline Water Storage and Pumping Station, Fort Myers, FL. Principal Engineer and Project Manager for the design of a new water storage tank and pumping station to address low system pressure in the Fort Myers Southeast service area. The facility provides a pumping capacity of 6.3 million gallons per day (MGD) at 55 psi, achieved through four vertical turbine pumps, each rated at 1,450 gallons per minute (GPM) and powered by 60-horsepower motors equipped with variable frequency drives (VFDs) for precise flow and pressure control. The partially buried, cast-in-place concrete water storage tank was contoured to maximize volume within a constrained site and provides 2.5 million gallons of storage. The project includes standby power generation and full integration with the City's water distribution SCADA system. To address community concerns, the site was landscaped and features architectural sound and privacy walls along the boundary facing residential properties. Extensive public outreach was conducted throughout the project. The engineer's estimated construction cost was $11.5 million, with the final cost totaling $11.8 million; design was completed in 2020 and construction concluded in 2022.

Town of Fort Myers Beach Booster Pumping Station, Lee County, FL. Project Manager for the design and construction services supporting the reconstruction of the Town's main water system booster pumping station, which had been damaged by Hurricane Charley. The project required careful attention to aesthetics to align with the character of a congested beachfront tourist destination, while also meeting stringent Coastal High Hazard Area (FEMA Zone V) construction standards. Key design features included 60-foot friction piles and an elevated electrical room at 22 feet elevation to mitigate flood risk.



EDUCATION

MBA, Economics, St. Edwards University,

BS, Mechanical Engineering, Northwestern University

REGISTRATIONS

Professional Engineer, Florida, No. 47259, 1993

Board-Certified Environmental Engineer

Board-Certified Water Resource Engineer

Fellow - American Society of Engineers

AFFILIATIONS

AAWRE
SEDA
FES
AAEES
ACEC Florida
ASCE
AWRA Florida
AWWA
FWEA
NSPE (Life Member)
WEF (Life Member)

OFFICE

Estero, FL

YEARS OF EXPERIENCE

52

POTABLE WATER INFRASTRUCTURE

PAUL CLINGHAN, PE

EXPERIENCE

North 1 Utilities Extension Program, City of Cape Coral, FL. City Program Manager. Oversaw the $450M expansion of potable water, wastewater, and irrigation systems across a 5-square-mile area. Managed design, permitting, bidding, and construction phases for 66 miles of water mains, 70 miles of sewer, and 20 new lift stations. Directly relevant to utility infrastructure development and system integration on barrier islands.

Lift Station Program – Coastal Resilience Improvements, City of Clearwater, FL. Project Manager. Led design and permitting to flood-harden eight beachside lift stations using FEMA grant funding. Improvements included raising RTUs, ATS units, and control panels above base flood elevation, installing OSHA-compliant platforms, and ensuring electrical resilience—strongly aligned with the RFQ's resiliency and elevation compliance goals.

Big Cypress Halls Road Master Lift Station and Force Main, Seminole Tribe of Florida, FL. Project Manager. Led design and permitting for a new master lift station and force main on tribal lands. Project addressed redundancy, flexibility, and capacity for future growth—matching the RFQ's emphasis on system reliability and future-ready infrastructure.

Southwest 6 & 7 Utilities Extension Program, City of Cape Coral, FL. City Program Manager. Delivered a $100M program to extend water, wastewater, and irrigation infrastructure across a 4-square-mile area. Oversaw value engineering, permitting, hydraulic modeling, and construction management. Demonstrates large-scale water system delivery under tight timelines.

North 2 Utilities Extension Program, City of Cape Coral, FL. City Program Manager. Managed this $250M capital improvement program which included new pump stations, irrigation treatment, storm drainage, and booster storage tanks. Critical experience for implementing combined water distribution and storage facility infrastructure.

Public Works/Capital Improvements Director, City of Cape Coral, FL. Director of Capital Improvements (2012–2024). Led an annual $300M capital program covering water, sewer, stormwater, and public infrastructure. Oversaw 300 staff across eight divisions, responsible for the City's most significant infrastructure expansion and resilience planning in decades.

Tier 1 Potable Water and Stormwater System Improvements, Town of Fort Myers Beach, FL. Construction Phase Project Manager. Project Manager providing design, permitting, and construction support for comprehensive stormwater and potable water improvements across 31 streets on a barrier island.



EDUCATION

BS, Civil Engineering, University of Massachusetts

REGISTRATIONS

Professional Engineer, Florida, No. 73670

AFFILIATIONS

American Public Works Association

American Society of Civil Engineers

OFFICE

Estero, FL

YEARS OF EXPERIENCE

38

POTABLE WATER INFRASTRUCTURE

TYLER WAINWRIGHT, PE

EXPERIENCE

Water System Improvement Program, Town of Fort Myers Beach, FL Project Engineer. Engineer-of-Record for the replacement of over 90,000 LF of water and stormwater infrastructure. The work included hydraulic modeling, pipe sizing, and design of resilient PVC transmission and distribution mains, supporting enhanced fire flow and coastal system redundancy.

North 1 Utilities Extension Program (UEP), City of Cape Coral, FL. Project Engineer. Designed utility infrastructure for a $292.5M expansion over 4.3 square miles. Work included 67 miles of water main, 75 miles of irrigation, 67 miles of wastewater gravity mains, and 11 miles of force mains, as well as design of 20 new lift stations and 12 miles of stormwater improvements.

North Irrigation Storage Tanks and High Pumping Stations, City of Cape Coral, FL. Senior Technical Lead. Designed a 10-MGD high service pumping station and two 5-MG ground storage tanks to improve irrigation water pressure and reliability. Includes site development, SCADA integration, and transmission main connectivity to Pine Island Road.

Carica Pump Station Improvements, Collier County, FL. Project Manager. Oversaw hydraulic modeling and redesign of the County's largest potable water station. Upgrades included 400-HP pump replacements, yard piping reconfiguration, and high-service pumping efficiency improvements for 26 MGD flow capacity.

Hurricane Ian Emergency Response and Restoration, Lee County Utilities, FL. Engineer. Performed emergency system inspections and restoration work for 48 water facilities and 323 lift stations damaged by Hurricane Ian. Contributed to FEMA documentation and expedited system recovery across nine utility agencies.

Moss Marina Booster Station Replacement, Lee County, FL. Project Manager. Responsible for the preliminary design, hydraulic modeling, alternative evaluation, final design, permitting, bidding and construction oversight for the decommissioning of the current Moss Marina Booster Station, which is owned and maintained by the Town of Fort Myers Beach. The new station will be relocated to San Carlos Island and is being designed to meet stringent resilient requirements, including elevating the station (pumps, controls and generator). This project is being funding by CDBG and is currently in design.

Goodland Booster Pump Station Improvements, Collier County, FL. Project Manager. Design, permitting, bidding and construction management for improvements to the Goodland Potable Water Storage and Booster Station. Efforts include the replacement of a deteriorated 40+ year old ground storage tank with a new 0.5 MG prestressed ground storage tank, elevated and hardened to meet ASCE flood requirements. In addition, the project included multiple improvements to the pump station, piping and appurtenances.



EDUCATION

BS, Civil Engineering, Florida State University

REGISTRATIONS

Professional Engineer, Florida, No. 80476

AFFILIATIONS

Florida Water Environment Association

American Society of Civil Engineers

OFFICE

Estero, FL

YEARS OF EXPERIENCE

12

POTABLE WATER INFRASTRUCTURE

SICHENG ZHU, PE



EXPERIENCE

Hydraulic Modeling of Potable Water Distribution System, Town of Fort Myers Beach, FL. Project Manager. Led updates to the Town's hydraulic model, incorporating infrastructure upgrades and calibrating with hydrant testing. The model was used to simulate existing demand conditions, fire flow, and future system capacity, supporting system expansion and resiliency planning on a coastal barrier island.

East Treeline Water Storage Tank, Lee County, Fort Myers, FL. Project Engineer. Designed a 2.0-MG water storage tank, pump station, and support facility. Work included site suitability analysis, data collection, and engineering calculations—providing direct experience with ground storage tank systems and auxiliary infrastructure.

North 1 Utility Extension Program, City of Cape Coral, FL. Design Engineer. Responsible for hydraulic modeling, utility layout, and permitting for over 200 miles of water, sewer, and irrigation infrastructure across 7,800 parcels. Included lift station design and storm drain improvements for a $400M utility expansion.

Southeast County Force Main, Lee County, FL. Project Engineer. Performed modeling, layout, and design for 46,000 LF of 24-inch wastewater force main. This capacity relief project required phasing plans, buildout flow predictions, and SCADA readiness to support long-term transmission needs.

Gateway Irrigation and Force Main, Gateway Services CDD, Fort Myers, FL. Project Manager. Designed over 16,000 LF of 12- and 20-inch force and irrigation mains. Responsible for route evaluation, permitting, geotechnical coordination, bidding support, and construction documentation—relevant to pressure system design and interconnectivity.

Hurricane Ian Utility Recovery Program, Lee County Utilities, FL. Project Engineer. Performed emergency inspections and restoration assessments for 48 water facilities and 323 lift stations. Supported FEMA documentation and structural evaluations to facilitate federal funding and infrastructure recovery.

Carica Pump Station Improvements, Collier County, FL. Project Engineer. Led hydraulic modeling and design for Collier County's largest potable water pump station (26 MGD). Work included replacement of large-diameter yard piping (36"–48"), 400-HP pumps, motors, and SCADA-integrated VFDs—demonstrating expertise in high-service pump station upgrades, pressure reliability, and resilience.

Moss Marina Booster Station Replacement, Lee County, FL. Project Engineer. Responsible for hydraulic modeling, pump selection, pump and pipe layout for the replacement of the existing Moss Marina Booster Station that is owned by the Town of Fort Myers Beach, and its relocation and conversion to a Lee County owned station on San Carlos Island. This project is being funded by CDBG.

EDUCATION

MS, Master of Science Engineering, Florida Gulf Coast University, 2024

BS, Environmental Engineering, University of Florida, 2019

REGISTRATIONS

Professional Engineer, Florida, No. 97091

AFFILIATIONS

Florida Water Environment Association

OFFICE

Estero, FL

YEARS OF EXPERIENCE

6

POTABLE WATER INFRASTRUCTURE

CHRISTIAN COLARUSSO, PE

EXPERIENCE

Elevated Storage Tank Replacement Charlotte Harbor Water Association, Punta Gorda, FL. Project Manager. Oversaw design and permitting for the replacement of an elevated storage tank with a 500,000-gallon ground storage tank and booster pump station. Work included hydraulic modeling, site selection, and water main extension. Managed all federal (USDA-RD) application components including environmental documentation.

Reverse Osmosis WTP Expansion Charlotte Harbor Water Association, Punta Gorda, FL. Project Manager. Managed design and construction oversight for the expansion of a 0.75-MGD RO plant to 1.0 MGD with integrated blending capabilities. Included permitting for surface water discharge and USDA funding coordination—demonstrating experience with treatment and permitting.

North Irrigation Storage Tanks and High Pumping Stations, City of Cape Coral, FL. Project Engineer. Designed two 5-MG ground storage tanks and a high-service pumping station to improve reclaimed water distribution. Included site layout, transmission main connections, and SCADA/electrical systems integration for pressurized irrigation systems.

Distribution System Improvements, Charlotte Harbor Water Association, Punta Gorda, FL. Project Manager. Led the replacement of 100,000 LF of aged water mains (4–8 inch), including environmentally sensitive routing. Incorporated open-cut and HDD construction with phased delivery, permitting, and construction administration.

Golden Gate WWTP Expansion, Collier County, FL. Project Engineer. Engineer-of-Record for the design and permitting of a 4.0-MGD MBR facility, expandable to 8.0 MGD. Responsibilities included lift station upgrades, transmission system rehabilitation, and high-level disinfection improvements.

Hurricane Ian Emergency Restoration Program, Lee County Utilities, FL. Project Engineer. Conducted emergency inspections and restoration assessments post-Hurricane Ian across 48 facilities and 323 lift stations. Supported FEMA documentation and recovery coordination across multiple utilities.

Potable Water Master Plan, Charlotte Harbor Water Association, Punta Gorda, FL. Project Engineer. Developed a systemwide master plan, including hydraulic modeling, capital improvement planning, and a rate evaluation study to address both system deficiencies and projected growth.



EDUCATION

BS, Environmental Engineering, Florida Gulf Coast University

REGISTRATIONS

Professional Engineer, Florida, No. 85484

AFFILIATIONS

Florida Engineering Society

Florida Water Environment Association

American Society of Civil Engineers

OFFICE

Estero, FL

YEARS OF EXPERIENCE

15

SITE / CIVIL

TIM VANDERWALKER, PE

EXPERIENCE

Estero Boulevard Water Main Improvements (Phases 2–4), Town of Fort Myers Beach, FL. Project Engineer. Designed stormwater outfalls, permitting, and construction oversight as part of the Fort Myers Beach reFRESH program. Work included integration of joint stormwater outfalls with potable and sewer system improvements, designed to reduce flooding and prevent tidal backflow—directly aligned with coastal system resiliency.

Stormwater Infrastructure Retrofit Program, Town of Fort Myers Beach, FL. Project Engineer. Developed a multi-phase stormwater retrofit plan including 42,500 LF of drainage pipe, 58 nutrient-separating baffle boxes, and 71 backflow prevention devices. The plan prioritized tidal resilience, surge protection, and water quality improvements for a barrier island.

Hurricane Ian Emergency Response, Lee County Utilities, FL. Project Manager. Conducted emergency inspections and FEMA documentation following Hurricane Ian. Contributed to system assessments across 48 water facilities and 323 lift stations, enabling rapid infrastructure restoration.

Potable Water Facilities Plan, Town of Fort Myers Beach, FL. Project Engineer. Developed a facilities plan to improve water system reliability and fire protection. Recommended looped distribution systems using 8-, 10-, and 16-inch PVC mains based on fire flow modeling and projected demand. Cost estimated at $26.7M.

Cypress Street Outfall Regional Stormwater Improvements, City of Tampa, FL. Project Engineer. Designed stormwater conveyance, low-impact development features (baffle boxes, pervious pavements), and coordinated 6,500 LF of 36-inch water main with 5,600 LF of wastewater infrastructure. Integrated water quality and flood control into a 220-acre regional stormwater plan.

Living with the Bay Water Management Plan, Nassau County, NY. Project Engineer. Led conceptual designs for 35 flood protection and ecological restoration projects post-Hurricane Sandy. Evaluated bulkheads, berms, and stormwater infrastructure to increase community resilience along a flood-prone coastline.

John F Kennedy Airport Flood Mitigation Controls, PANYNJ, NYC. Project Engineer. Designed and permitted backflow prevention retrofits for major outfalls at JFK Airport. Work included evaluation of multiple gate sizes (36-inch to 14'x6') and SCADA system integration with facility maintenance preferences for resilience during surge events.



EDUCATION

MBA, University of Central Florida, 2019

BS, Civil Engineering, Arizona State University, 2007

REGISTRATIONS

Professional Engineer,
California, No. 77563
Florida, No. 74415
Hawaii, No. 17320

FDOT TTC Advanced Certification, No. 39989

AFFILIATIONS

New York Water Environment Association

Water Environment Foundation

OFFICE

Orlando, FL

YEARS OF EXPERIENCE

18

HYDRAULIC MODELING

KEVIN ROE, PE, CFM

EXPERIENCE

Fort Myers Beach Potable Water Model, Town of Fort Myers Beach, FL. Lead Hydraulic Modeler. Updated and calibrated the Town's potable water model including 45+ miles of mains, one booster station, and two ground storage tanks totaling 1.5 MG. Simulations evaluated current and future capacity, supporting fire flow and pressure reliability on a barrier island system.

Charlotte Harbor Water Association Distribution System Improvements, Charlotte Harbor, FL. Lead Hydraulic Modeler. Updated and calibrated the hydraulic model for over 58 miles of 2- to 16-inch water mains. Evaluated existing system conditions and developed infrastructure recommendations. Supported the USDA application process for funding replacement of an elevated tank with a ground tank and booster station.

Broadway East Utility Extension Plan, Village of Estero, FL. Lead Hydraulic Modeler. Updated the Lee County water and wastewater system models to evaluate proposed utility extensions. Designed pump sizes, force mains, and water main sizing using InfoWater based on fire flow and operational criteria—demonstrating model integration with municipal standards.

Water System Master Plan, City of Quincy, MA. Lead Hydraulic Modeler/Project Engineer. Performed full system evaluation for 240 miles of pipe, including condition and risk assessment, fire flow testing, and asset management updates. Provided model-driven capital improvement and rate-setting recommendations.

North Brevard Potable Water Model, Brevard County, FL. Lead Hydraulic Modeler. Delivered full system modeling, calibration, and improvement recommendations for an 84-mile water network. Included one storage tank and a repump station. Provided strategic input for phased improvements and storage reliability.

Miami International Airport Water Master Plan, Miami-Dade County, FL. Lead Hydraulic Modeler. Updated demand projections, calibrated existing models, and evaluated system capacity to serve long-term airport development. Addressed fluctuating flows and seasonal pressures using WaterGEMS modeling.

Little Sumter Service Area (LSSA) Water System Evaluation, The Villages, FL. Lead Hydraulic Modeler. Developed and calibrated model for a 120-mile system with three treatment plants and a 0.5 MG elevated tank. Provided fire flow and storage reliability analysis, helping prioritize future improvements in a rapidly growing service area.



EDUCATION

BS, Civil Engineering, Arizona State University, 2008

REGISTRATIONS

Professional Engineer, Georgia, No. PE039494
Arizona, No. 62523

Certified Floodplain Manager, No. US-18-10285

NCEES Record no. 68028

AFFILIATIONS

Georgia Association of Water Professionals

Georgia Association of Floodplain Management

OFFICE

Atlanta, GA

YEARS OF EXPERIENCE

17

PUMP SELECTION / DESIGN

JOHN REED, PE

EXPERIENCE

SW Pine Island Reclaimed Storage and High Service Pump Station. City of Cape Coral, FL. Engineer-of-Record. Designed two 5.0-MG prestressed concrete ground storage tanks and a high-service pump station with six split-case pumps. Included permitting, design, and construction support for a 30-inch reclaimed water main and ancillary facilities. Supported wide flow variation handling for seasonal irrigation demand.

Potable Water Ground Storage Tank and Pump Station, City of Daytona Beach, FL. Project Engineer. Led design of a 5.0-MG ground storage tank, high-service pump station, chemical metering system, and standby power. Coordinated electrical, mechanical, structural, and civil disciplines. Project was SRF-eligible and required permitting, cost analysis, and public involvement support.

Parkway WTP High Service Pump Replacement, Toho Water Authority, FL. Engineer-of-Record. Replaced five high-service pumps, redesigned pump electrical rooms, and added VFDs, MCCs, ATS, and a relocated generator in a sound-attenuated enclosure. Managed full bidding and construction services.

Golden Gate Wastewater Treatment Plant Expansion, Collier County, FL. Project Engineer. Designed and permitted conversion of an existing WWTP to a high-level disinfection 8.0-MGD MBR plant. Included master planning, collection/transmission rehab (36+ miles of pipe, 28 lift stations), and coordination of permitting requirements.

North 1 Utilities Extension Program (UEP), City of Cape Coral, FL. Project Engineer (Fiber). Supported this $300M multi-utility expansion project. Designed water, wastewater, irrigation, stormwater, and fiber optic infrastructure across a 5-square-mile service area including 68 miles of water main, 19 lift stations, and two dual-site storage/pumping stations.

Eastern Regional Water Supply Facility Expansion, Orange County Utilities, FL. Project Engineer. Supported expansion of existing groundwater treatment facility from 62.5 to 75 MGD. Designed new chemical feed building, aeration equipment, air quality control scrubbers, and carbonic acid dosing system. Included permitting and construction administration support.

SR 17-92 Water Main Looping, City of Casselberry, FL. Project Engineer. Designed 4,400 LF of 12-inch water main using open cut and directional drilling. Work included trenchless crossings under US 17-92, permitting with FDOT and FDEP, groundwater contamination investigation, and utility coordination for service continuity.



EDUCATION

BS, Civil Engineering, University of Central Florida

REGISTRATIONS

Professional Engineer, Florida, No. 73082, 2011

OFFICE

Orlando, FL

YEARS OF EXPERIENCE

16

STRUCTURAL

JASON BURKETT, PE, SE, MLSE

EXPERIENCE

North 1 Utility Extension Program, City of Cape Coral, FL. Structural Engineer. Providing surveying, hydraulic modeling, environmental services, permitting, bidding, construction management and CEI services for expanding potable water, irrigation, wastewater and stormwater improvements to an approximate 5 square mile area.

Southwest 6&7 Utility Extension Project, City of Cape Coral, FL. Structural Engineer. Performed structural engineering calculations and design for proposed DIP pipe crossing over canals for multiple locations. The project includes over 200 miles of potable water, wastewater collection, wastewater transmission and irrigation utility piping; 18 lift stations and a stormwater canal pumping station.

Everest Water Reclamation Facility Pump Pad Replacement, City of Cape Coral, FL. Structural Engineer of Record. Existing transfer pumps on the clearwell were not operating properly and needed to be reconfigured with new pump pads. Structural design included designing new concrete pump pads to be anchored on the existing top slab with proper provisions for pump base plate leveling.

SW Reverse Osmosis Building Structural Retrofit Design, City of Cape Coral, FL. Lead Structural Engineer and Investigator. Determined how the building could be strengthened to meet the current hurricane wind forces. The existing drawings were reviewed and a field investigation was performed to verify the information on the record drawings and document as-built information that was not available. After the investigation phase, a retrofitting design was performed.

Tarpon Springs High Service Pump Building, City of Tarpon Springs, FL. Engineer of Record. Responsible for the design of a new high-service pump building and floodproof irrigation well building. Soil improvement by vibro-replacement was required to support the structural loads of the building and a 5 MG prestressed ground storage tank.

Groundwater Replenishment Facility, City of Clearwater, FL. Engineer-of-Record. Design of a 3-MGD Advanced Water Purification Plant to treat reclaimed water to a purified water quality. Project objective was to replenish the aquifer within the City utilizing four aquifer recharge wells. Structures included a main process building, administration building, pretreatment basin, well pads, pump stations, and bulk chemical storage.

Reverse Osmosis WTP, City of Punta Gorda, FL. Engineer-of-Record. Design of process structures and building for a new 4-MGD plant. Structural design included a new CMU building for the RO equipment, clearwell basin, degasification equipment support, chemical storage/containment slabs, and generator slab.



EDUCATION

MS, Civil Engineering (Structures and Foundations), University of Central Florida, 2005

BS, Civil Engineering (Structures Emphasis), University of Central Florida, 2003

REGISTRATIONS

Professional Engineer, Florida, No. 69879, 2009

Model Law Structural Engineer, National Council of Examiners for Engineering and Surveying, No. 47938

GPCP – Guiding Principles Compliance Professional, Green Building Initiative

AFFILIATIONS

American Institute of Steel Construction

American Concrete Institute

OFFICE

Louisville, KY

YEARS OF EXPERIENCE

19

SURVEYING

EDDIE JENKINS, PSM

EXPERIENCE

North 1 Utilities Extension Program (UEP), City of Cape Coral, FL. Senior Land Surveyor. Provided UAV LiDAR and conventional surveying for 4.3 square miles of residential roadway. Work supported installation of over 68 miles of water piping, dual-site storage, and repump station design. Coordinated utility locates and easement research, supporting one of Southwest Florida's largest water infrastructure expansions.

Water System Improvement Program, Town of Fort Myers Beach, FL. Surveyor. Performed surveying and utility location for over 90,000 LF of water and stormwater improvements. Work supported hydraulic modeling and the replacement of aged asbestos cement transmission mains and PVC distribution systems throughout barrier island side streets.

Distribution System Improvements, Charlotte Harbor Water Association, Punta Gorda, FL. Survey Project Manager. Managed surveying for replacement of 96,000 LF of 4- to 8-inch water mains in a residential community. Scope included horizontal directional drilling (HDD) planning and environmental coordination related to USFWS gopher tortoise regulations.

Camelot Water Reclamation Facility Expansion, Toho Water Authority, FL. Survey Project Manager. Provided topographic and boundary survey support for the expansion from 5.0 to 6.5 MGD, including structural rehabilitation, repump station design, and reclaimed water storage facility layout. Used LiDAR, GPS, and planimetric mapping to inform SCADA-driven facility upgrades.

Stormwater 30% Preliminary Design, Town of Fort Myers Beach, FL. Senior Land Surveyor. Delivered surveys for 27,000+ LF of streets to support 2D hydrologic/hydraulic modeling. Survey work guided the design of stormwater retrofits addressing surge and flood resilience on vulnerable streets throughout the island.

Eastern Water Reclamation Facility Expansion, City of Clermont, FL. Senior Land Surveyor. Supported expansion of the WWTP from 4.0 to 6.5 MGD. Surveying covered improvements to BNR basins, chlorine contact tanks, EQ basins, SCADA systems, and aerated sludge handling—demonstrating experience on large facility upgrades with electrical and telemetry components.

Lift Station 2 Force Main Replacement, City of Orlando, FL. Project Surveyor. Completed route surveying for 11,100 LF of force main replacement. Scope included right-of-way mapping, title research, soft digs, and underground utility coordination for two major lift stations feeding a 30-inch regional trunk line.



EDUCATION

General Coursework, Valencia Community College, Orlando

General Coursework, Mid-Florida Technical Institute, Orlando

REGISTRATIONS

Professional Surveyor and Mapper, Florida, No. 5364
Alabama, No. 29414-S
Mississippi, No. 3260

UAV Drone Pilot, No. 4228929

OFFICE

Orlando, FL

YEARS OF EXPERIENCE

39

CONSTRUCTION ENGINEERING INSPECTION

ROBERT FERGUSON

EXPERIENCE

STA 35 Tier 1 Construction Services, Town of Fort Myers Beach, FL. Senior Inspector. Provided field oversight for installation and testing of 8-inch water main and drainage pipe (15"–30") as part of post-Hurricane Ian infrastructure restoration. Also monitored maintenance of traffic (MOT), erosion control, and reviewed monthly contractor pay applications.

North Cool Spring Street Bridge Repair (FEMA / Hurricane Matthew), City of Fayetteville, NC. CEI IV Inspector. Monitored installation of 18" ductile iron water and sewer mains and 24" storm drain. Oversaw placement of structural fill and concrete work for bridge underdeck and footings. Coordinated with contractor and tracked costs via Excel during FEMA-funded disaster recovery project.

MV-22 Aviation Complex Apron and Taxiway, USMC Air Base, Camp Geiger, Jacksonville, NC. Senior Inspector. Oversaw auger cast pile installation and monitored placement of structural steel, reinforcing, and paving for military aviation facilities. Demonstrated expertise in FAA standards and heavy-duty pavement and foundation inspections.

Lift Station and Utility Monitoring – Offing Drive Culvert Rehab, City of Fayetteville, NC. Senior Inspector. Inspected ductile iron sewer line, culvert reconstruction, welded reinforcement, and concrete placements. Ensured compliance with FEMA restoration standards for roadway and stormwater repairs following Hurricane Matthew.

Progress Energy Foundations (Caissons), Fort Bragg, NC. Senior Inspector. Monitored deep foundation drilling, reinforcing steel, and concrete placement for utility pole infrastructure on a military base. Applied expertise in drilled shaft inspection and structural steel QA/QC.

Remodel and Additions, JBC Building 302, Naval Weapons Station Joint Base, Charleston, SC. Senior Inspector. Performed inspections for micropile installation, structural concrete, CMU block walls, and slab placement. Executed grout testing and monitored vertical construction procedures on secure federal facility project.

Union Station Parking Deck, Clark Construction, Washington, D.C. Senior Inspector. Conducted quality control inspections on post-tensioned concrete deck construction. Oversaw placement and testing of concrete and reinforcement for a major structural facility in a highly visible urban site.



EDUCATION

BA, Limestone University

AA, Business Administration, PVCC

REGISTRATIONS

FDOT Certifications: Advanced MOT, Erosion Control, FDOT Concrete, Drilled Shafts, Earthwork 1 and 2, Asphalt 1 and 2. Certified in 2021

ACI Level 1 Certified, 2020

Troxler Nuclear Density Gauge Certified, 2020

SCDOT DHEC (CEPSCI) (Certified Erosion Prevention Sediment Control Inspector) Erosion Prevention Sediment Control Inspector, 2019

SCDOT Asphalt, 2019

NCDOT Concrete 2019

NCDOT Environmental and Erosion Control Level 2, 2019

QMS Roadway. 2018

Level 1 Field Welding, 2018

Level 1 Bridge Coating, 2018

ABC and Borrow Pit Sampling, 2018

OFFICE

Estero, FL

YEARS OF EXPERIENCE

22

ELECTRICAL

JASON SEIGNORET



EDUCATION

BS, Electrical Engineering, University of Central Florida

OFFICE

Orlando, FL

YEARS OF EXPERIENCE

17

EXPERIENCE

Hurricane Ian Lee County Utilities, Florida Division of Emergency Management, Lee County, FL. Electrical Engineer. Emergency inspections, assessments, and restoration of Lee County's water system following the impacts of Hurricane Ian. Tetra Tech collaborated with nine public and private utilities to coordinate emergency repairs for water and wastewater facilities throughout the County securing generators and pumps. 48 facilities and 323 lift stations were assessed, restoring services quickly. Documentation from these efforts facilitated FEMA funding which helped to expedite recovery. Tetra Tech performed a complete review of each process component and structure stability.

Reverse Osmosis Water Treatment Plant Expansion, Charlotte Harbor Water Association, Punta Gorda, FL. Electrical Engineer. Tetra Tech has completed the majority of the Preliminary Design Phase for the Reverse Osmosis Water Treatment Plant Expansion and with the recent approval from the United States Department of Agriculture (USDA) for complete project funding, the project is ready to move forward with completion of preliminary design as well as final design and permitting. The project will expand the existing reverse osmosis treatment process from 0.75 MGD to 1.0 MGD with the capability of blending up to 0.25 MGD of raw water for a total treatment capacity of 1.25 MGD

Elevated Storage Tank Replacement, Charlotte Harbor Water Association, Punta Gorda, FL. Electrical Engineer. Tetra Tech is replacing an existing elevation storage tanks with a GST and high service pump station. Electrical design includes the pump building, site instrumentation, 150' SCADA tower and emergency generator.

Carica Pump Station Electrical Upgrades, Collier County, FL. Electrical Engineer. Mr. Seignoret was responsible for designing and replacing all existing electrical equipment at Carica Booster Pump Station. Equipment included pump VFD's, Automatic Transfer switches, panelboards, switchgear and distribution equipment. Special care was needed to specify new equipment that fit the existing tight spaces and design replacement in a phased manner to facility replacement during shut down.

Reclaimed Water Storage and Pump Station, City of Tarpon Springs, FL. Project Engineer. Design of a new high service pump building with three 100 hp and one 50 hp pumps. The design includes an electrical room with a PLC control panel, the pumps were fed by variable frequency drives and included site instrumentation design for field instruments such as flow meters on the piping and level transducers on the ground storage tanks. The main building as well as the ground storage tank included lightning protection.

ELECTRICAL

JERRY MCCULLOUGH, PE

EXPERIENCE

Hurricane Ian Lee County Utilities, Florida Division of Emergency Management, Lee County, FL. Senior Electrical Engineer. Emergency inspections, assessments, and restoration of Lee County's water system following the impacts of Hurricane Ian. Tetra Tech collaborated with nine public and private utilities to coordinate emergency repairs for water and wastewater facilities throughout the County securing generators and pumps. 48 facilities and 323 lift stations were assessed, restoring services quickly. Documentation from these efforts facilitated FEMA funding which helped to expedite recovery. Tetra Tech performed a complete review of each process component and structure stability.

Hurricane IAN Electrical/Automation Inspections, County of Lee County, FL. Senior Electrical Engineer responsible for the for post-Superstorm IAN electrical/automation items at their Water and WW facilities. Responsible for documenting the damage to electrical and automation systems at their six Water reclamation and wastewater treatment plants, hundreds of lift stations and associated raw water wells. Coordinated with Tetra Techs project manager and owners' representatives to schedule site visits, determine the FEMA formats to use and determined how to properly document the damage and how to assess various sites with damage that had been fixed to get the system working for the city residents.

Hurricane IAN Electrical/Automation Inspections, City of Fort Myers, FL. Senior Electrical Engineer responsible for the for post-Superstorm IAN electrical/automation items at their Water and WW facilities. Responsible for documenting the damage to electrical and automation systems at their Southwest and North Reverse Osmosis (RO) Water Treatment plants and associated raw water wells. For the Water Reclamation group responsible for documenting the damage both WRF facilities and over 180 wastewater pump lift stations that are located throughout the city. Coordinated with Tetra Techs project manager and owners' representatives to schedule site visits, determine the FEMA formats to use and determined how to properly document the damage and how to assess various sites with damage that had been fixed to get the system working for the city residents.

Lift Stations Rehabilitation, New Smyrna Beach Utilities, City of New Smyrna Beach, FL. Senior Electrical Engineer responsible for overseeing team of engineers and designers to update NSBU lift stations. Required developing budgets, drawings, specifications, timelines and electrical and instrumentation equipment selections. Documented required changes due to FDEM and NEC codes.



EDUCATION

MBA, University of Louisiana

BS, Electrical Engineering, Louisiana Tech University

REGISTRATIONS

Professional Engineer, Florida, No. 95867

AFFILIATIONS

Institute of Electrical and Electronics Engineering, Vice Chair, Middle TN Chapter

OFFICE

Orlando, FL

YEARS OF EXPERIENCE

36

FUNDING COORDINATION

MARK BREWER

EXPERIENCE

Venice Eastside Wastewater Treatment Plant and Reuse System Construction, City of Venice, FL. Funding: US Environmental Protection Agency. ABA administered the City's US EPA grant program for construction of the Venice Eastside Wastewater Treatment Plant and Reuse System project. This project cost roughly $40,000,000.

Venice Eastside Wastewater Treatment Plant and Reuse System Expansion, City of Venice, FL. Funding: Cleanwater State Revolving Fund. ABA worked with Sarasota County and the City of Venice to assist with the planning, application, and administration of a $15,000,000 State Revolving Fund project to expand the Venice Eastside Wastewater Treatment Plant and Reuse System. City of Venice four-year contract for grant writing, grants management, and program management services.

Drinking and Wastewater Systems Expansions, Collier County, FL. Funding: Drinking Water and Clean Water State Revolving Fund Loans. ABA provided planning, application, agreement, administration and closeout services for Collier County's Water and Wastewater Systems Expansion projects. This program included the construction or improvement of five (5) treatment facilities, multiple wells including production and ASR, and reclaimed/force main installation. This program exceeded $180 million. Due to ABA's approach, Mark was asked to accept EPA's Pisces Award for Financial Innovation on the County's behalf.

Downtown Utilities and Advanced WWTP Upgrades, City of Fort Myers, FL. Funding: Clean Water State Revolvoing Fund Loans. ABA provided planning, application, agreement, administration and closeout services for the City of Fort Myers Downtown Utilities Improvement project and upgrades to the Central and South Advanced WWTP. The Downtown Utilities Improvements program was completed over five (5) construction phases at an estimated cost of $81 million. The upgrades at the Central and South AWWTPs included the installation of dechlorination equipment and reclaimed water capabilities. This program cost approximately $17.8 million upon completion.

Septic Tank Replacement Program, City of Marco Island, FL. Funding: Clean Water State Revolving Fund Low Interest Loans. ABA is providing planning, application, agreement, technical services, and compliance services to the City for multiple SRF loans totaling $60,000,000+. This project includes replacement of 5,000+ septic tanks and construction of approximately 307,000 LF of gravity lines, 85,000 LF of force main, 37 lift stations, and 1,000 manholes.



EDUCATION

MA, Business Administration, Arizona State University

BA, Business Administration, Keiser University

AFFILIATIONS

FDEP Technical Advisory Committee for the SRF Drinking Water Program

Government Finance Officers Association

OFFICE

Bradenton, FL

YEARS OF EXPERIENCE

31

PUBLIC INVOLVEMENT

CELLAMOLNAR & ASSOCIATES, INC

BRIANNA SMITH



EXPERIENCE

East Water Storage Tank and Pump Station, City of Fort Myers, Lee County, FL. Public Involvement Specialist. Responsible for the City's project that built a new East Water Storage Tank and Pump Station to maintain the water pressure during periods of peak water demand. The facility includes an above-ground storage tank, a building containing the pumps and electrical controls, and a stand-by generator enclosed by a sound-dampening wall. Work consists of coordination with stakeholders, project team members, property owners, tenants and the public. Newsletters were mailed to property owners, businesses and tenants in the project area to announce construction of the project. Other public involvement activities consist of preparation and distribution of surveys, contact cards, and maintaining an active and up-to-date email correspondence list. Extensive coordination with City staff and officials, property owners, tenants, residents and business owners are significant factors of the public involvement plan. Public involvement duties also include developing and maintaining a project specific page on the Fort Myers Utilities project website, www.FortMyersUtilities.com, and staffing a 24-hour telephone hotline to respond to public inquiries and comments.

Pump Station Emergency Power Resiliency Project, Collier County, FL. Public Involvement Specialist. Responsible for Collier County's design-build project to include building 14 automatic emergency back-up power systems at critical existing wastewater pump stations. The stations are spread throughout Collier County and based on their location, will pump wastewater to the North or South County Reclamation Facilities. This project will help to minimize power outages at each wastewater pump station during environmental emergencies and allow each station to remain online during emergency situations. Work consists of coordination with stakeholders, project team members, property owners, tenants and the public. Notices were mailed to property owners, businesses and tenants in the project area to announce construction of the project. Other public involvement activities consist of developing newsletters, kick-off letters, post cards, contact cards, and maintaining an active and up-to-date email correspondence list. Public involvement duties also include developing and maintaining a project website, www.CollierPumpStations.com, and staffing a 24-hour telephone hotline to respond to public inquiries and comments.

Homestead Road Widening Project from Sunrise Boulevard to Alabama Road, Lee County, FL. Public Information Specialist. Responsible for Lee County's four-laning project. Duties include addressing the public's issues and concerns throughout the construction process. A public information workshop was held at the onset of the project to inform the public about the construction phasing. Notification newsletters were prepared for distribution to the affected property owners and tenants along the corridor.

EDUCATION

MPA, Public Leadership and Management, Florida Gulf Coast University

BA, Sociology, University of Central Florida

Certificate in Local Government Management, Florida Gulf Coast University

OFFICE

Tampa, FL

YEARS OF EXPERIENCE

10

GEOTECHNICAL

Ardaman & Associates, Inc.

IVAN SOKOLIC, PE

EXPERIENCE

North 1 & 2 Utilities Expansion Project, Cape Coral, Lee County, FL. Sr. Geotechnical Engineer. Responsible for providing geotechnical design services for the design of this utility infrastructure project, water, sewer, and irrigation services, with an area of approximately five (5) square miles located in the northeast quadrants of the City of Cape Coral. Approx. fees: $1M.

Golden Gate Water Reclamation Facility Expansion, Collier County, FL. Sr. Geotechnical Engineer. Performed a subsurface soil exploration and prepared site preparation and foundation recommendations for the design of Headworks, Flow Equalization Tank, Membrane Bioreactor, Chlorine Contact Tank, Sodium Hypochlorite Storage, Sludge Holding Tank, Dewatering Building, Effluent Transfer Pump Station, Effluent Flow Meter, Reclaimed Water Pump Station, Electrical Building, Blower Building, Operations Building, and Reclaimed Water Storage Tanks planned for an existing water reclamation facility. Approx. fees: $61K.

BSU RO Water Treatment Plant Phase III, Bonita Springs, FL. Sr. Geotechnical Engineer. Performed field and laboratory construction materials testing for the design of a reverse osmosis water treatment plant in Bonita Springs, Lee County. Approx. fees: $27K.

Marco Island Water Facility, Marco Island, FL. Sr. Geotechnical Engineer. Performed a subsurface soil exploration and evaluated the general subsurface conditions along the proposed water main route for horizontal directional drill. Approx. fees: $5K.

18th Avenue SW Water Main, Fort Myers, FL. Sr. Geotechnical Engineer. Performed a subsurface soil exploration and evaluated the general subsurface conditions along the proposed improvements to the water main. Approx. fees: $3K.

Approximate 85-Acre Property Veterans Memorial Pkwy, Cape Coral, FL. Sr. Geotechnical Engineer. Performed a subsurface soil exploration, evaluated general subsurface conditions and prepared report presenting results of our findings, discussing the geotechnical aspects of site development including site preparation requirements and foundation design guidelines. Approx. fees: $12K.

Southwest Corner of Pine Island Rd and Veterans Pkwy, Cape Coral, FL. Sr. Geotechnical Engineer. Performed a subsurface soil exploration and evaluated the general subsurface conditions. Approx. fees: $80K.

Proposed Bar Pavilion & Ships Store at Water City Part, Cape Coral, FL. Sr. Geotechnical Engineer. Performed a subsurface soil exploration and evaluated the general subsurface conditions. Approx. fees: $9K.



EDUCATION

MS, Civil Engineering, University of South Florida

BS, Civil Engineering, P. Universidad Catolica del Peru

AASHTO Leadership Academy, 2013

REGISTRATIONS

Professional Engineer, Florida, No. 64114

AFFILIATIONS

American Society of Civil Engineers

Florida Engineering Society

OFFICE

Fort Myers, FL

YEARS OF EXPERIENCE

26

2 Experience

Tetra Tech has been proudly serving the Town of Fort Myers Beach for over 15 years, completing over 100 projects, to date. We have provided continuing professional engineering services for a variety of utility-related projects since 2010. We have a proven history of delivery successful projects to the Town on time and within budget.



Our local project experience has included design and engineering services, surveying and geotechnical services, , hydraulic modeling, master planning, potable water piping and pump station design, stormwater design, permitting and regulatory compliance, bidding and construction administration, FEMA and CDBG grant-funded project experience, and other **miscellaneous engineering services as-needed for over 25 new and/or replacement storage and booster pump stations within Southwest Florida**. Some of our general, local experience has included:

- *Full engineering design for the replacement of an elevated water storage tank.*
- *Evaluation of structural, mechanical, electrical, and site conditions.*
- *Consideration of ground vs. elevated tank alternatives.*
- *Recommendations that meet current fire flow and demand requirements.*
- *Topographic and boundary surveys to define site conditions and constraints.*
- *Geotechnical evaluations to inform foundation design and structural requirements.*
- *Design and integration of telemetry (SCADA) for remote monitoring and control.*
- *Coordination of electrical service, generator/backup power, and control systems.*
- *Coordination with FDEP, Lee County, and other applicable agencies.*
- *Compliance with CDBG-DR, FEMA, and HUD requirements.*
- *Experience with 2 CFR Part 200, federal procurement, and documentation standards.*
- *Preparation of bid documents, contractor selection support, and oversight.*
- *Construction administration and inspection to ensure quality and code compliance.*
- *Proficiency with disaster recovery grant administration and documentation.*
- *Understanding of federal reporting, wage compliance, and reimbursement tracking.*

Southwest Pine Island Storage Tanks & Pump Station, Cape Coral - This project included two 5-MG ground storage tanks for irrigation water; a small parking area; a high service pump station building; fence around the site; landscape buffers; and underground construction from the tank site to Pine Island Road for connection to an existing irrigation main. Services included hydraulic analysis, design/ review process, various associated permitting, and full time CEI oversight throughout construction.

FGUA Irrigation Main & Entrada Pump Station Improvements, Cape Coral - Tetra Tech completed the hydraulic modeling, design, permitting, and bidding for the installation of approximately five miles of 24-inch to 30-inch diameter irrigation main from near Pine Island Road to City-owned property along the very busy and congested Del Prado Boulevard corridor. Additionally, the project included improvements to the Entrada Pump station for increased pumping and reliability to meet the City's promise of being able to accept up to 6.0 MGD of reclaimed water from the Florida Governmental Utility Authority (FGUA).

The hydraulic modeling efforts also reviewed the future Northeast ground storage tanks and pumping system. The bid documents were completed in under 5 months, and the pipeline portion of the project was constructed in less than 6 months to meet the City's Interlocal requirements.

Carica Pump Station Improvements, Collier County- Preliminary and final design, permitting, bidding, and engineering. Carica is the County's largest potable water pump station, pumping up to 26 MGD of potable water to supply a majority of the County and provide sufficient pressures to meet fire flow demands at the extremities of the distribution system. Performed hydraulic modeling of pump suction piping and vertical turbine cans and determined piping was too small to handle peak flows and the pipe orientation within the pipe trench feeding the pumps created too much headloss. Increased conveyance capacity by replacing all the 36- and 48-inch diameter yard piping inside and outside of the station and replacing the 400-HP pumps, motors, VFDs, ATSs, and electrical components inside of the station.

Elevated Tank Replacement, Charlotte Harbor Water Association - Tetra Tech performed master planning and hydraulic modeling which confirmed that the existing 80,000 gallon elevated storage tank was insufficiently sized to meet current and future system capacity needs and due to its condition, needed to be replaced. Tetra Tech performed the design, permitting, bidding and is currently overseeing the construction for a new 0.50 MG prestressed concrete storage tank and high service pump station which will utilize three vertical turbine pumps, controlled by SCADA to deliver water to its customers. The project is federally funded and designed to meet stringent flood protection requirements.

Select Water Storage Tank Experience *(past 15 years)*



Tetra Tech specializes in designing, inspecting, and rehabilitating tanks and reservoirs. Our projects include ground storage tanks up to 12 MG throughout the US and up to 7.5 MG within Florida for storage of reservoirs and elevated storage tanks for potable water, reclaimed water, stormwater, and raw water supply. We excel in welded steel, riveted steel, and concrete tanks for both ground and elevated applications. Below, are a few selected projects from our Florida portfolio.

Project Name	Client Name	Capacity	Modeling	Booster Pumps	Permitting	Final Design	Bid Phase Services	Construction Administration	Hardening/ Resiliency
Southwest Pine Island Storage Tanks & Pump Station	City of Cape Coral	(2) 5 MG	♦	♦	♦	♦	♦	♦	♦
De Prado Irr. Storage & Booster Station	City of Cape Coral	(2) 5 MG	♦	♦	♦	♦			
Airglades Potable Water Storage	Hendry County	0.1 MG	♦		♦	♦	♦	♦	
Banyan Village Potable Water Storage	Hendry County	0.5 MG	♦	♦	♦	♦			♦
Port LaBelle Potable Water Storage	Hendry County	1.1 MG	♦	♦	♦	♦			
Northwest Regional WRF	Hillsborough County	(1) 3.5 MG / (4) 5 MG		♦	♦	♦	♦	♦	
Norwood-Oeffler WTP	City of North Miami Beach	5 MG		♦	♦	♦	♦	♦	
Operations Center Storage	City of North Miami Beach	2 MG		♦	♦	♦	♦	♦	
Western Regional 3B Potable Water Storage	Orange County Utilities	2 MG			♦	♦	♦	♦	
Bonneville Potable Water Storage	Orange County Utilities	2 MG		♦	♦	♦	♦	♦	
Shell Creek Reverse Osmosis WTP	City of Punta Gorda	2 MG	♦	♦	♦	♦	♦	♦	♦
Donax WRF Reclaimed & Reject Storage	City of Sanibel	(2) 3 MG	♦	♦	♦	♦	♦	♦	♦
Wulfert Reclaimed Storage	City of Sanibel	0.5 MG			♦	♦			♦
Reclaimed Water Storage Tank	City of Tarpon Springs	5 MG		♦	♦	♦	♦	♦	
Alternative Water Supply RO Facility	City of Tarpon Springs	5 MG		♦	♦	♦	♦	♦	
Cypress West WRF Phase 1B	Toho Water Authority	(2) 7.5MG		♦	♦	♦	♦	♦	
Western Potable & Reclaimed Water Storage	City of Winter Garden	(1) 2 MG, (1) 1 MG	♦	♦	♦	♦	♦	♦	
Western Potable Water Storage	Charlotte Harbor Water Association	0.5 MG	♦	♦	♦	♦	♦		♦
RO WTP Concentrate Storage	Charlotte Harbor Water Association	0.1 MG	♦	♦	♦	♦	♦		♦
Lee Boulevard Potable Water Storage	FGUA	0.5 MG	♦	♦	♦	♦	♦	♦	
Golden Gate Water Reclamation Facility	Collier County	(4) 5 MG	♦	♦	♦	♦			
James E. Anderson WTP	City of Port St. Lucie	(4) 4 MG		♦	♦	♦	♦	♦	
Prineville WTP	City of Port St. Lucie	3 MG, 2 MG		♦	♦	♦	♦	♦	
South Regional WTP	City of Palm Bay	2 MG		♦	♦	♦	♦	♦	
Polk County Hodge Street WPF Improvements	Polk County Utilities	0.14 MG		♦	♦	♦	♦	♦	
South Regional WTP Expansion from 4 to 6 MGD	City of Palm Bay	2 MG		♦	♦	♦	♦	♦	
Malcolm Road Water Supply Facility	Orange County Utilities	(2) 2 MG		♦	♦	♦	♦	♦	♦
Potable GST and Pump Station	City of Daytona Beach	5 MG	♦	♦	♦	♦	♦		
Prineville RO WTP	City of Port St. Lucie	(1) 2 MG, (1) 3 MG		♦	♦	♦	♦	♦	
Goodland Potable Storage Tank Replacement	Collier County	0.5 MG	♦	♦	♦	♦	♦	♦	♦
James E. Anderson RO WTP (Storage and Booster Pump Station Phase)	City of Port St. Lucie	3 x 4 MG		♦	♦	♦	♦	♦	
Moss Marina Booster Station Replacement	Lee County	-	♦	♦	♦	♦	♦	♦	♦
South Miami Heights - Reservoir and Pump Station	Miami-Dade County WASD	5 MG		♦				♦	

Tetra Tech brings decades of proven experience delivering resilient water infrastructure projects across coastal Florida, including utility system expansions, elevated and ground storage tank replacements, and SCADA-integrated pump facilities. The following project descriptions highlight our team's relevant expertise in planning, design, surveying, permitting, and construction support for municipal water systems similar in scale and complexity to the North Island Water Tower project.

Potable Water Booster Station Hardening

CLIENT	Charlotte Harbor Water Association, FL 2515 Highlands Road Punta Gorda, FL 33983
YEARS ACTIVE	2020 - Present
BEST PRACTICES	• Grant-funded project • Site hardening for flood elevation
RELEVANT EXPERIENCE & ACCOMPLISHMENTS	• Pressurized Piping • Geotechnical Testing • Environmental Permitting • Flow Modeling • Pump Station Replacement • Flood Protection • Funding Compliance



BRIEF DESCRIPTION: The Charlotte Harbor Water Association (CHWA) owns and operates a potable water system north of the Peace River. In addition, which includes an 80,000-gallon elevated storage tank that is nearing the end of its useful life. Based on modeling efforts Tetra Tech recommended that the elevated tank be replaced with a new 500,000-gallon ground storage tank.

The new tank will be equipped with variable frequency driven (VFD) pumps, housed in a pump/electrical building and would also be equipped with a diesel generator to allow continued operation in the event of power failure. As the existing elevated tank had insufficient space to construct the proposed facilities, the first step was to procure a site and perform zoning and planning modifications. Simultaneously with this effort, Tetra Tech proceeded with environmental evaluations and submission of a grant/loan application to the United States Department of Agriculture (USDA) Rural Development (RD) division. CHWA was able to receive over $7.5M in grants with the rest (approximately $2.15M) being funded over a 40-year loan.

In general, the project consists of the following:

- A new 500,000-gallon concrete ground storage tank
- A new high service pump station building which houses the chemical treatment and electrical equipment and emergency generator
- Station designed to address hardening and resiliency for flood and wind mitigation
- High-service pump station which includes three vertical turbine pumps

Project requirements associated with the federal funding include adhering to Build America, Buy America (BABA) requirements; Davis-Bacon Wage Rates; and hardening for flood protection. In particular for flood protection, all mechanical and electrical components had to be elevated 8 feet in order to meet flood protection requirements. This is accomplished through a series of stemwalls and use of vertical turbine pumps using hardening design in accordance with ASCE 24-14.

Carica Booster Pump Station





CLIENT	Collier County, FL 735 8th Street Naples, FL 34102
YEARS ACTIVE	2021 - 2023
BEST PRACTICES	• Improvements to Collier County's largest potable water booster station • Replacement of large capacity vertical turbine pumps
RELEVANT EXPERIENCE & ACCOMPLISHMENTS	• Pressurized Piping • Geotechnical Testing • Environmental Permitting • Flow Modeling • Pump Station Replacement • Uninterrupted Service • CEI

BRIEF DESCRIPTION: The Carica Booster Pump Station (BPS) utilizes high service pumps to deliver finished potable water from on-site ground storage tanks into the transmission and distribution system. The County previously contracted with Tetra Tech to evaluate the performance and condition of this pump station, with a view to the need for future capacity expansion. Through this effort Tetra Tech identified several deficiencies in the pump intake piping which appear to have significantly reduced the capacity of the existing pumps. Furthermore, Tetra Tech reviewed nearly two years of operating records and found that the pump station runs all four pumps (no pumps in standby) more than 40% of the time. Therefore, Tetra Tech recommended the County consider upgrades to Carica BPS to address the piping deficiencies.

Based on modeling, the Carica BPS was delivering less than 60% of its original design flow. The Carica BPS was originally designed to deliver 16,500 GPM (23.7 MGD) at 90 psi with three pumps in service and one in standby. As of 2016, the Carica BPS only delivered up to 9,500 GPM (13.68 MGD) (57% of design flow) with three pumps in service and one in standby. When a fourth pump was operated, flows were as high as 11,500 GPM (16.56 MGD); however, this condition left no pumps in standby.

Tetra Tech's review of BPS existing conditions identified several deficiencies in the pump intake piping and pump cans which do not conform to Hydraulic Institute (HI) Standards for vertical turbine pumps with a closed bottom can.

- The 24" diameter suction pipe (3 LF) from the 48" diameter inlet header to the pump can intake flange is too short. It needs to be 5 diameters (10') from the header to the can flange, minimum.
- The pump intake (bottom of bell) is not deep enough below the centerline of the 24" diameter suction pipe. The distance needs to be a minimum of 2 can diameters (>6'). Instead the distance is 4'6".
- The pump intake was too far above the bottom of the can. This distance needed to be half the bell diameter (20"/2=10").

Tetra Tech performed the preliminary and final design, permitting, bidding and construction administration to correct the issues and upgrade the electrical and mechanical systems. The project was successfully completed by taking one pump out of service at a time.

Southwest Pine Island Storage Tanks & Pump Station









CLIENT	City of Cape Coral, FL 1015 Cultural Park Boulevard Cape Coral, FL 33990
YEARS ACTIVE	2019 - 2022
BEST PRACTICES	• Three pair of varied size split-case pumps • Two 5-million gallon storage tanks on-site emergency power
RELEVANT EXPERIENCE & ACCOMPLISHMENTS	• Community Involvement • Geotechnical Testing • Environmental Permitting • Flow Modeling • Transmission Piping • Major High Service Pump Station • Site Resiliency

BRIEF DESCRIPTION: Over the last 15 years, the City of Cape Coral (City) has worked on extending utility service to its residents through the Utility Extension Program (UEP). This UEP adopted a phased approach that would ultimately extend water, wastewater, and irrigation water service to multiple areas in the City. As each UEP area has been completed and more customers added, the City has continued to find itself in need of additional irrigation supply. The City has used strategically placed canal pump stations to draw surface (storm) water from its freshwater canal system for use as irrigation water, which is blended with reclaimed water from the Everest and Southwest Water Reclamation Facilities (WRFs). The surface water supply is limited to the rainfall generated and stored within the City's canal system, while reclaimed water is limited to the amount of wastewater generated. Until recently, supply was not a problem because there was excess water in the canals to cover the demand. However, as the UEP continues to expand, a deficit appears as the supply struggles to match demand.

Recognizing the need for additional supply, the City of Cape Coral has developed one of the most progressive and expanding water reuse management programs in the country. As part of this expansion the City required the addition of a new irrigation storage tank and high service pumping station to meet pressure demands of the City's irrigation system. Under previous contracts, Tetra Tech provided professional hydraulic modeling, expert witness, and engineering design services that assisted with identifying the need for this project, determining the best location for the storage and pumping facility, identifying potential parcels, providing expert witness support for securing a parcel through the legal process, as well as developing a preliminary site layout.

The Southwest Pine Island Road Irrigation Tanks & High Service Pump Station is composed of two five-million-gallon (MG) ground storage tanks dedicated to reclaimed water collection and distribution. The tanks are supplied with system water in off peak hours through a bi-directional influent meter assembly, which also serves the process design as a discharge assembly during periods when the pumps are in service. The City's reclaim system pressure is boosted by three pairs of horizontal split case pumps rated at 100HP, 150HP, and 300HP, respectively. The 4,000 square foot station houses typical associated components within its dedicated electrical room and also includes security camera monitoring, SCADA network components, and uninterruptable power capabilities. Emergency power is provided by a 1000KVA diesel standby generator housed in a standalone enclosure divorced from the station structure itself. To connect the installation to the City's greater reclaim system, over 1,000 LF of 36-inch ductile iron was utilized within the adjoining access road's right of way.

Moss Marina Booster Station Improvements







CLIENT	Town of Fort Myers Beach, FL 2525 Estero Boulevard Fort Myers Beach, FL
YEARS ACTIVE	2010 - Present
BEST PRACTICES	• CDBG-funded project with County and Town interaction • Stringent requirements to meet flood requirements
RELEVANT EXPERIENCE & ACCOMPLISHMENTS	• Long-Term Engineering Support for Marina Booster Station • Relocation Design for New Booster Station on San Carlos Island • Flood Damage Response & Recovery Post-Hurricane Ian • Pump & Motor Rebuilds and Replacements • Temporary Station Improvements for Reliability Until Replacement • Electrical System Upgrades & Emergency Power Planning • Hydraulic Modeling, Station Evaluation & Surveying Support

BRIEF DESCRIPTION:

Tetra Tech has been serving the Town of Fort Myers Beach for nearly 15 years. During this time we have assisted with the implementation of numerous public works and utilities projects. Our primary focus has been assisting the Town with potable water improvements. Potable water for the Town is provided by Lee County with an emergency interconnect with Bonita Springs Utilities. Lee County extends service through a supply line under Mantanzas Pass which is directed to the Town's Moss Marina Booster Station. The in-line station is used to provide the primary flow and pressure throughout Fort Myers Beach with assistance from two ground storage and booster pump stations, the North and South booster stations. Due to its age and condition, The Town and County have agreed to relocate the station to San Carlos Island, with the County taking over ownership and operation. The new station will be located on the adjacent San Carlos Island, just across Mantanzas Pass. Tetra Tech has been retained to perform the engineering services associated with the relocation.

Other than having the motors rebuilt over the years, the existing station has remained as it was constructed in 1980. The electrical system is outdated and is not provided with either soft start or variable frequency drives or permanent emergency power. Located on-grade, the station is subject to flooding, which as a result of Hurricane Ian, the entire station was completely submerged with salt water. With Tetra Tech's help, the pumps were removed (one at a time) and the motors were rebuilt. However, the pumps themselves are still of concern to the Town given their age and condition.

Tetra Tech has provided engineering assistance over the years for Marina Booster Station including our current efforts to develop temporary improvements until the new station can be constructed. The temporary improvements include replacement of the pumps and motors along with the replacement of the check valves and in-line gate valves. Tetra Tech has also provided station evaluations, surveys and hydraulic modeling for the pumping station.

Airglades Potable Water Ground Storage Tank





CLIENT NAME:	Hendry County, FL PO Box 1760, LaBelle, FL 33935
YEARS ACTIVE	2005 - Present
BEST PRACTICES	• Installed a 350,000 gallon potable water ground storage tank and booster pumping facility • FDOT Funded • Resulted in increased capacity from 0.35 MG to 0.50 MG
RELEVANT EXPERIENCE & ACCOMPLISHMENTS	• Design & Construction • Ground Storage Tank Design • Water Supply & Rate Studies • Utility Relocations & Feasibility Analysis • Permitting (FDEP, Water Use, Environmental) • Electrical, Instrumentation & SCADA Support • GIS Mapping & Record Drawing Preparation

BRIEF DESCRIPTION: With the development of the Airglades Airport Industrial Park, Hendry County (County) realized a need to install a 350,000 gallon potable water ground storage tank and booster pumping facility as required to meet flow and pressure demands of the Airglades customers. The system has been in operation for approximately 16 years. During the most recent tank inspection, it was determined that the existing steel storage tank is corroding and needs to be replaced with a concrete ground storage tank. As such, the County desires to install a pre-stressed concrete ground storage tank adjacent to the existing site. The work to install the new concrete tank will be conducted to minimize any interruption to potable water service in the area. The proposed scope of services includes the design for a new 350,000 gallon prestressed tank to match the size of the existing tank. The bid form to be used will include an alternative for a 500,000 gallon storage tank. Based on preliminary discussions with one of the leading prestressed concrete tank manufacturers, it is understood that the incremental cost increase for the larger 500,000 gallon tank may make the larger tank a more cost-effective option, although the demand presently may not require the larger tank. Allowing the 500,000 gallon tank to be included as a bid alternative will allow the County to review the cost difference and make a decision prior to award.

Tetra Tech performed the design and permitting (through FDEP and SFWMD) and the project bidding and construction has been completed. Design included on-site piping, new disinfection facilities, site/civil design and demolition of the existing tank. As anticipated, through bidding of the larger 500,000 gallon tank as an alternative, this option was more cost effective and recommended for construction. The project is completed and in service.

Goodland Booster Station Improvements





CLIENT NAME:	Collier County, FL 735 8th Street, Naples, FL 34102
YEARS ACTIVE	2021 - Present
BEST PRACTICES	• Coastal storage tank located in flood zone requiring specialty anchoring for protection • Inclusion of pump station and piping improvements for long term service
RELEVANT EXPERIENCE & ACCOMPLISHMENTS	• 0.5 MG Ground Storage Tank Replacement in Coastal Flood Zone • Bypass System Design & Coordination with Neighboring Utility • High Service Pump, Valve & Suction Line Upgrades • Chemical Feed, Monitoring & SCADA Improvements • Electrical System Upgrades • Demolition & Reconstruction in Constrained Site Conditions • Flood-Resilient Design per ASCE 24-14 Standards

BRIEF DESCRIPTION: Following completion of design, permitting, bidding and construction oversight for upgrades to the Carica Booster Pump Station (BPS) and Manatee BPS, Collier County retained Tetra Tech to perform upgrades to its Goodland BPS. The Goodland station was initially constructed in the early 1980s with upgrades in 1995 and 2005. The existing ground storage tank is a prestressed tank constructed on underground pilings for additional foundation support. The tank is adjacent to the Gulf and overtime has experienced settling and related, typical aging issues. The County recognized the need to make improvements to the station, including piping, electrical, mechanical and replacement of the 0.5 MG tank.

At approximately 40 years old, due to its age and condition the County has decided to include replacement of the ground storage tank as part of this project. As the property is limited in size, this will require replacement of the tank in its current location. To accomplish this, the storage tank and booster station will need to be bypassed for a period of time to allow the existing tank to be taken offline, demolished and reconstructed. Close coordination will be required with Marco Island for Marco to supply water to the Goodland service area while construction is being performed. This coordination will include assuring that the demolition and tank construction will be performed during a period that will not negatively impact Marco Island's system operation.

To make sure the rest of the infrastructure required for upgrade is in top condition, the County has proceeded with upgrades in a strategic fashion. The initial improvements included bypass lines, suction line and related valve improvements. The next step will be the more challenging portion which will include bypassing the tank, which will allow for its demolition and replacement. Meanwhile, the remaining work inside the high service pump station building will be commissioned. This will include replacement of high service pumps, chemical feed and monitoring components, upgrades to the electrical system, including breakers, panels, emergency generator monitoring and power/ethernet monitoring and related specialty components.

Upgrades to the storage tank are required to meet ASCE 24-14, which as a critical asset will require the tank to either be elevated to meet the flood elevation or anchored to prevent floating. Due to site constraints, the new tank is being anchored.

Miscellaneous Engineering Services





CLIENT NAME:	Fort Myers Beach, FL 2525 Estero Boulevard, Fort Myers Beach
YEARS ACTIVE	2010 - Present
BEST PRACTICES	• Over 15 years of potable water and stormwater service • Development of the Town's hydraulic mode which will be used to size the North Tower Complex pumps
RELEVANT EXPERIENCE & ACCOMPLISHMENTS	• $130M+ in Water and Stormwater Infrastructure Design & Implementation • Over 20 Miles of Roadway, Side Street, and Lighting Improvements • Hydraulic Modeling for Potable Water, Stormwater & Pump Sizing • Facilities Planning & SRF Funding Support for Water and Stormwater • NPDES, HB 53, and Dewatering Permitting Assistance • Disaster Recovery Support Post-Hurricane Ian • Development Plan Reviews, Expert Testimony & Staff Augmentation Services

BRIEF DESCRIPTION: Tetra Tech has been serving the Town of Fort Myers Beach for nearly 15 years. During this time we have assisted with the implementation of numerous public works and utilities projects. Our services have included specialized water resources, roadway design, plan reviews, modeling, and even assistance with obtaining funding. Some of the services has included:

- Assistance with implementation of over $80M of potable water system upgrades.
- Assistance with implementation of over $50M of stormwater improvements to alleviate flooding
- Improvement and/or replacement of over 20 miles of asphalt roadways
- Assistance with annual NPDES permitting
- Assistance with House Bill 53 compliance
- Design for Parking and sidewalk improvements
- Streetlighting improvements
- Funding assistance for stormwater and potable water improvements including:
  - *Assistance with over $100M in State Revolving Fund (SRF) financing*
  - *Assistance with application and receipt of over $4.5M in grant funding through the Hazard Mitigation Grant Program*
- Architectural, Electrical & Mechanical design for Town Hall
- Serving as an extension of staff in the review of design plans for development
- Service as an expert witness in multiple litigation proceedings involving Town public works facilities
- Preparation of master planning and facilities planning documents for potable water and stormwater

PROJECT UNDERSTANDING

STATION BACKGROUND KNOWLEDGE: The Town desires to select a consultant to perform the professional services for improvements to the Town's North Island Water Tower Complex, which was severely damaged by Hurricane Ian. The existing infrastructure at the complex include a 0.5 MG steel ground storage tank that was constructed in 1974; a main booster pump (Goulds SKF 3306) rated to pump approximately 900 gallons per minute (gpm) at 185-feet total dynamic head (TDH); a jockey pump (Aurora 4x5x15) rated to pump 500 gpm at 180-feet of TDH; and an electrical/controls building elevated above the pumps. The elevated building was the latest addition to site constructed to provide protection of the station's electrical and instrumentation components. This building was added following Hurricane Charley. At the time the Town decided to construct the building to protect the electrical components from surge, while also being built over the existing pumps, to provide some level of protection from weather (just not from surge). Unfortunately, being installed "on-grade" both pumps were severely damaged by submergence in saltwater as a result of storm surge during Hurricane Ian. The ground storage tank was also damaged by Ian and deemed unreliable. It is also believed that the elevated building is damaged and likely needs to be replaced as well. The building was elevated to 22.0 NAVD on pilings driven approximately 60-feet into the ground. The North Water Tower Complex has been out of service since Hurricane Ian made landfall due to the damage to the pumps and tanks.

Due to damage, there are a number of improvements required, including replacement of the existing ground storage tank with a new prestressed concrete tank; replacing and elevating the pumps; adjustment of piping to accommodate the new pumps; addition of a generator or emergency pumping capability; repairs and the likely replacement of the electrical/instrumentation building and access stairs.

Potable water is received from Lee County's system on San Carlos Island. Water is piped under Mantanzas Pass, entering Fort Myers Beach near Moss Marina where it is received by the Town's Moss Marina In-Line Booster Station. The in-line station is used to provide the primary flow and pressure throughout Fort Myers Beach with assistance from the Town's North and South Water Tower Complexes. Due to its age and condition, The Town and County have agreed to relocate the Moss Marina Booster Station to San Carlos Island, with the County taking over ownership and operation. Tetra Tech was selected by Lee County to perform the design for that CDBG funded project and we are proposing to maintain team consistency. if selected to perform the professional services associated with the North Island Water Tower Complex.

Tetra Tech has provided engineering assistance to the Town for over 15 years. We will use our experience and expertise to assist the Town with implementation of this project. Specifically, as it relates to the North Island Water Tower Complex, Tetra Tech has been working with the Town to update their existing hydraulic model to reflect current and future demands with the land use changes brought about by post-Ian redevelopment. The hydraulic model will be used to assist in pump selection, just as it has been for pump selection at the Moss Marina In-Line Booster Station. In addition to our modeling assistance, Tetra Tech was retained by the Florida Department of Emergency Management (FDEM) to perform an evaluation of all three of the Town's pumping facilities and have a complete log of the mechanical and electrical components and our assessment of damage resulting from Hurricane Ian. That assessment, photos, opinions of cost and log of damage was provided to FDEM in the form of a Damage Assessment Report.

Project Approach and Delivery Method

Our approach will build on our historical knowledge and will consider the available alternatives while also considering aesthetics and ability to further protect the station from future storm events. One of the biggest considerations will be providing hardening and site resiliency for the station from storm surge. The existing site has an approximate elevation of 4.0. The site is also located in Flood Zone AE, which has a 100-year flood elevation of 12 (NAVD 88). Using the American Society of Civil Engineer's (ASCE) Flood and Resistant Design and Construction publication (ASCE 24-14), the proposed station would be classified as either a Class 3 or Class 4 facility. (Class 3 are high risk while Class 4 are considered essential for emergency response and recovery or pose a risk to the community at large.) Class 3 requires the bottom of critical components, such as electrical to be 1-foot above the 100-year flood elevation, or at the 500-year, whichever is higher. Class 4 raises the requirement by one additional foot.

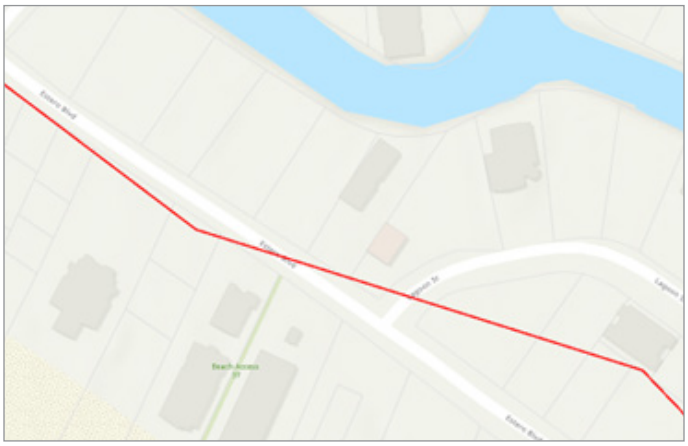
This means that at a minimum the electrical components, including panels, controls, emergency power, pump motors must be at least 9 feet and most likely 10 feet or more above existing grade. This will need to be taken into consideration not only for structural impacts, but aesthetics as well. Note that the existing electrical and SCADA panels are located within the building that is elevated, however, the pumps and motors are not.

A second, less commonly known requirement of ASCE 24-14 is section 9.7.1.3 which requires any "tank" or tank inlet constructed within a flood zone to be designed, constructed, installed and anchored to resist flood-related and other loads, including effects of buoyancy, during flooding, up to and including the design flood. Allowable methods to meet this requirement elevating the bottom of the tank to be above the flood elevation (which is impractical at this location; providing a structurally designed anchoring system; providing sufficient foundation (i.e. concrete) to offset the potential flood and prevent the tank from floating. As mentioned, this is a lessor known requirement and implemented within the last 10 years. The majority of tanks in Southwest Florida, including the North Tower, were constructed prior to this requirement. Tetra Tech recently designed and is overseeing the construction of a tank and booster station very similar to the proposed tank in Charlotte County and we are completing design for a similar tank replacement for Collier County in Goodland, so we are well aware of this lesser-known requirement and will be sure to incorporate the necessary precautions into our design. In fact, for Goodland, and which likely will need to be addressed for this project is lateral pressure and buoyancy. To prevent the tank from "toppling" in the event of flooding, in addition to the anchor system that is being added to satisfy the ASCE 24-14(9.7.1.3) requirements, the tank still has to be raised 2-feet such that the added tank height, coupled with the anchors will reduce or even eliminate the lateral pressure and buoyancy issues.



The Goodland tank replacement showcases our proactive design approach, addressing ASCE 24-14 flood zone requirements with anchored foundations and elevation strategies. This solution provides long-term resilience against lateral pressure and buoyancy in coastal flood conditions.

Another lessor known requirement is consideration of the coastal construction control line (CCCL). The CCCL establishes further construction requirements, for any construction deemed seaward. Although the CCCL passes through the existing site, as depicted below, we do not believe any construction will actually be seaward. This will need to be verified. If it is determined that any construction will be seaward (or below the line in the figure), depending on the improvements that are seaward, additional improvements and/or permitting may be required.



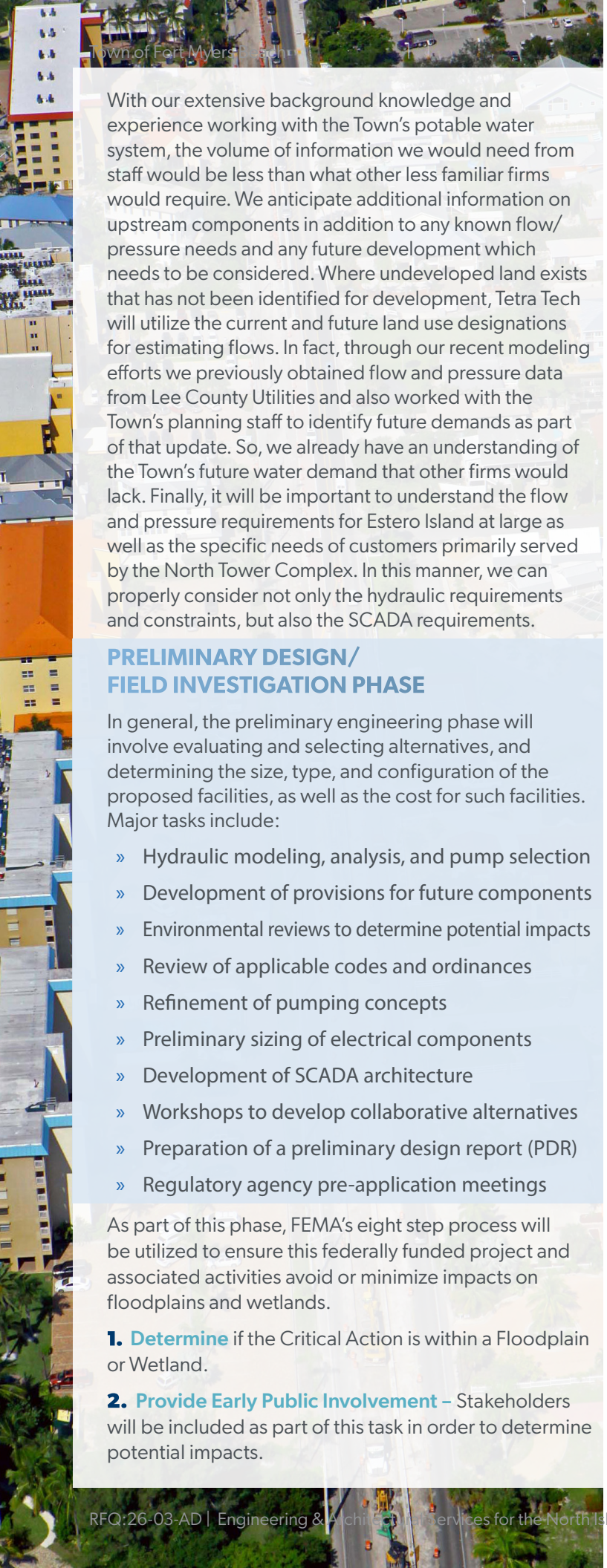
Based on a review of the Town's Request for Qualifications (RFQ) and available documentation, it does not appear that the assignment will be overly complex, especially given that the existing station has been out of service since Hurricane Ian. Rehabilitating the existing Moss Marina Station to improve its reliability will certainly further take stress off the Town's system, while improvements to the North Island Water Tower Complex are being performed. It is anticipated that a sound hydraulic analysis, proper consideration of flow diversion needs, and a thorough knowledge of the practical considerations, such as constructability, sequencing of construction, maintenance of flow, operational reliability, and cost will lead to a successful project.

Approach To Scope

KICKOFF AND PROJECT INITIATION PHASE

Having an understanding of the system, Tetra Tech is able to develop a tried-and-true approach that will result in a well-executed project with an efficient schedule and uninterrupted service to the Town's water customers.

We will start with a project kickoff meeting to introduce team members and Town staff, ensure mutual understanding of project goals, and avoid service disruption. Before meeting with staff, we will submit a request for information so that the necessary data and records can be obtained at the kick-off meeting, and we can hit the ground running.



With our extensive background knowledge and experience working with the Town's potable water system, the volume of information we would need from staff would be less than what other less familiar firms would require. We anticipate additional information on upstream components in addition to any known flow/pressure needs and any future development which needs to be considered. Where undeveloped land exists that has not been identified for development, Tetra Tech will utilize the current and future land use designations for estimating flows. In fact, through our recent modeling efforts we previously obtained flow and pressure data from Lee County Utilities and also worked with the Town's planning staff to identify future demands as part of that update. So, we already have an understanding of the Town's future water demand that other firms would lack. Finally, it will be important to understand the flow and pressure requirements for Estero Island at large as well as the specific needs of customers primarily served by the North Tower Complex. In this manner, we can properly consider not only the hydraulic requirements and constraints, but also the SCADA requirements.

PRELIMINARY DESIGN/ FIELD INVESTIGATION PHASE

In general, the preliminary engineering phase will involve evaluating and selecting alternatives, and determining the size, type, and configuration of the proposed facilities, as well as the cost for such facilities. Major tasks include:

- Hydraulic modeling, analysis, and pump selection
- Development of provisions for future components
- Environmental reviews to determine potential impacts
- Review of applicable codes and ordinances
- Refinement of pumping concepts
- Preliminary sizing of electrical components
- Development of SCADA architecture
- Workshops to develop collaborative alternatives
- Preparation of a preliminary design report (PDR)
- Regulatory agency pre-application meetings

As part of this phase, FEMA's eight step process will be utilized to ensure this federally funded project and associated activities avoid or minimize impacts on floodplains and wetlands.

1. Determine if the Critical Action is within a Floodplain or Wetland.

2. Provide Early Public Involvement – Stakeholders will be included as part of this task in order to determine potential impacts.

3. Identify and Evaluate Alternatives – An assessment of each location and approaches to avoid or minimize impacts of the floodplains will be included.

4. Identify Impacts to Floodplains and Wetlands – Although no wetland impacts are anticipated, a review of the flood risk will be performed.

5. Minimize Adverse Impacts and Restore/Preserve Natural Functions – A review of mitigation measures (elevating structures) will be performed along with stormwater management (as applicable).

6. Reevaluate Alternatives – If significant impacts are identified, consideration will be given to ways to further mitigate impacts.

7. Public Explanation of Decision – The evaluation and decision-making process will be provided in a document made available to the public.

8. Implement Mitigation Measures – Measures such as elevating the structures above the base flood elevation will be included as part of the design considerations. For Critical Actions, the minimum elevation shall either be based on available climate science (for future flood conditions); ensure consistency with the ASCE 24-14 requirements regarding the base flood elevation (BFE) requirements.

As part of this Preliminary Design Phase, our team will all potential hazards, such as flooding, sea level rise, wind and we will review alternatives to address extreme weather events. This likely will include enhanced anchoring systems for both the tank and booster pump station building, consideration for break-away panels, where applicable; elevating the site and considering hardening of the connection to the adjacent canal system.

The PDR will summarize the findings, conclusions, and recommendations in a concise format and will be submitted to the Town as a draft document for review. As part of the PDR preparation, Tetra Tech will prepare renderings of the alternatives such that the Town will be able to visualize the aesthetics of the alternatives for maintaining the required heights. Our team will meet with the Town to discuss the initial submittal, revise the document as necessary, and resubmit the report for approval prior to initiation the of final design. Throughout the development of this document, Tetra Tech will work with Town staff to encourage feedback so that all comments and concerns are addressed.

The preliminary design phase not only defines the project, but it also defines the schedule. That is why during this phase, it is important to perform proper due diligence, not only for engineering design considerations but also for mitigating potential construction impacts. That is why at the beginning of the project, our in-house scientists will perform a database review of environmental features (wetlands, species, etc.) to determine if there are any known issues and if so, what needs to be done to avoid impacts.

FINAL DESIGN PHASE

The final design phase will result in bid documents, which will be reviewed by Town staff at various milestones prior to bidding or release for permitting. Also, a cost estimate utilizing the most recent local, applicable submitted bid prices will accompany the documents at each milestone. Following authorization to proceed with the final design, the project team will initiate necessary field surveying/ SUE services and geotechnical investigations. As part of this phase, Tetra Tech will provide the Town with biweekly status reports to keep the Town abreast of the project at all times. The design of all improvements will be in accordance with the Town's standards and will utilize material and equipment as approved by the Town. Final design activities will proceed to the 60-, 90- and 100-percent completion levels, at which time the plans and specifications will be submitted for review. A meeting will be held following the Town's review of each of these submittals to discuss comments.

BIDDING ASSISTANCE

During the bidding process, the project team will attend a pre-bid conference and timely respond in writing to all bidders' questions in appropriate addenda. Once the bids are received, the project team will tabulate the bids, review the bidders' qualifications and recommend award of the contract, in writing, to the Town. Prior to the construction phase, a reproducible conformed set of engineering drawings and specifications will be prepared for use during construction.

CONSTRUCTION ADMINISTRATION

Upon awarding a construction contract, Tetra Tech will attend a pre-construction conference with the contractor, subcontractors, and Town. Tetra Tech will attend progress meetings, perform site inspections and provide interpretation or clarification of the design documents when requested, respond to requests for information (RFIs) and prepare change orders required for minor modifications. Tetra Tech will review shop drawings, pay requests, and other submittals for general conformance and conduct substantial and final completion inspections to determine if the work has been completed in conformance with the documents. At completion, Tetra Tech will prepare and submit certificates to the appropriate regulatory agencies.

Upon completion of all work, the project team will prepare record drawings for the Town's use. As part of the construction phase, Tetra Tech can provide either full- or part-time construction observation services. Tetra Tech maintains a staff of full-time OSHA certified inspectors who have expertise and experience ranging from major treatment process construction to utility infrastructure and public works related projects. In fact, our proposal includes using Bob Ferguson, who has been assisting the Town with construction oversight of the Tier 1 Side Street Improvements.

QUALITY ASSURANCE AND QUALITY CONTROL

All deliverables, whether draft or final, undergo a formal review process prior to submittal to any client. Reviewers are senior staff and technical advisory group specialists who are kept involved in and informed about the project from conception through completion, particularly regarding project objectives, approach to completion of the scope of work, and client expectations. Typical review milestones include development of the project approach; preliminary design; 60-, 90- and 100-percent completion; interdisciplinary checks; and final sign-off.

CDBG COORDINATION AND CONSIDERATION

Coordination of engineering services with the Community Development Block Grant – Disaster Recovery (CDBG-DR) program involves a structured and compliant approach that ensures all engineering and construction activities align with federal, state, and local regulatory frameworks. For the North Island Water Tower project in Fort Myers Beach, this coordination includes adherence to HUD and CDBG-DR guidelines such as 2 CFR Part 200 (procurement), 24 CFR Part 570 (CDBG program regulations) and 24 CFR Part 58 (environmental review). The selected consultant must work closely with the Town, which administers the CDBG-DR program, to support environmental review processes, secure necessary permits, and implement compliance measures including Davis-Bacon wage requirements, Section 3 provisions, and M/WBE utilization. Regular reporting, records retention for audit purposes, and coordination of construction oversight to ensure flood resilience standards and critical infrastructure protection are also essential. Ultimately, this collaboration ensures that the project is eligible for reimbursement and delivers long-term community resilience benefits.

Meeting the Project Schedule

SCHEDULE

Tetra Tech will be prepared to submit a draft scope of services to the Town within 10 businesses days of notice of award. We will expedite contract negotiations so we can commence work as quickly and efficiently as possible.
Our project schedule will consider constructability factors which also best matches seasonal impacts. From a weather standpoint, the least impactive time of year is the dry season, however, from a public inconvenience and traffic perspective, the least impactive time of year would be during the summer months. Due to construction costs (dewatering, etc.) we believe the seasonal impact associated with weather will likely govern. What this means is that from a constructability and schedule standpoint, the area is subject to an elevated water table during the wet season, and hence, our schedule focuses on completing the design, permitting and bidding on a fast-track schedule, such that the Town can take advantage of the dry season as much as possible for construction. Based on our understanding of this project and having implemented similar projects, we would anticipate a 12-month design and permitting phase and an 18-month construction period.

Approach to Permitting

Permitting is a necessity on all types of projects, whether it is a minor line extension, or a major pump station. Tetra Tech's project approach to permitting is simple and follows the same logic as the overall project delivery concept. This simple philosophy is centered on the fact that the regulatory agencies should be involved with the project from the very beginning. Suggested involvement usually includes pre-design and pre-permitting meetings that minimize project delays through good, straight- forward communication. Communication is the key to any successful project and that resonates with permitting.

From the outset and following our initial contact, each regulatory agency will be updated as our design progresses. In this manner, if there is a design consideration or an impact or some other component that needs to be addressed, it can be identified early in the project design to avoid time-consuming changes late in the permitting phase. Based on our review, we anticipate the following permits:

- Florida Department of Environmental Protection
- Town Development Order

In addition, depending on field and environmental conditions, a permit may be required from either the Army Corps of Engineers (ACOE) or the South Florida Water Management District (SFWMD) for environmental impacts, however these are not anticipated. As mentioned, our approach to permitting starts at the beginning of the project. Once project site visits have been performed and sufficient data has been collected to understand potential environmental and other related impacts, our team will initiate contact and schedule/attend pre-submittal meetings with each agency. This helps avoid unforeseen permitting requirements that can delay the project schedule. In this manner, by the time we are ready to submit the appropriate permit applications (typically at the 90-percent design stage), we will have all issues understood and properly addressed. Our team is routinely able to obtain permits without receiving a request for additional information (RAI), and where RAIs are received, typically they are for minor issues which are quickly resolved.

Approach to Grant Administration

The proposed improvements will be funded through a CDBG grant. Our approach includes using the same team that is currently working with Lee County for the CDBG funded Moss Marina Booster Station which includes subconsultant Angie Brewer & Associates (ABA). ABA and Tetra Tech have team on multiple grant and loan funded projects include State Revolving Fund (SRF) projects for the Town over the past nearly 15 years and currently for the Moss Marina Booster Station.

ABA has assisted their government clients with implementation of over $8B in public funded projects including over 30+ years CDBG projects similar to this.

For compliance, our approach will include adherence to HUD and CDBG-DR guidelines and requirements as mentioned earlier within this section and adherence to Davis-Bacon wage requirements and other requirements such as Buy America Build America (BABA).

Station Consideration

As part of the preliminary design phase, our team will flush out the goals and objectives with some of the considerations below:

STATION TYPES

The existing pump station utilizes centrifugal pumps mounted at grade, which by being on-grade are able to take advantage of the higher tank and maintain a positive suction head, eliminating the potential for pump cavitation. Other types of pumps to consider include split-case or vertical turbine . The greatest challenge, regardless of the type of pump selected, is addressing the flood elevation. To meet ASCE requirements, the structural and electrical components will be required to be elevated above the floodplain. The advantage of vertical turbine pumps over centrifugal or split-case pumps is that even though the motors are required to be elevated, the pump "bowls" which house the impellers would be extended into underground cans , thereby eliminating suction/cavitation issues. Centrifugal and split-case pumps have limited suction capability and would either require a secondary pump to assist with primary or have another mechanism to ensure positive suction pressure (such as maintaining a higher minimum tank elevation) or elevating the tank.

ON-SITE EMERGENCY POWER

The existing pump station was not designed with permanent emergency power. Rather, the station was designed with a receptacle to plug a portable generator in, following a storm event. This means that at such time as it is safe for field staff to mobilize they would transport a generator to the site and connect it, likely resulting in loss of service for a period of time. For the proposed site, both permanent and temporary options will be reviewed. Ideally, permanent backup power will be provided on-site, however, the downside that has to be considered it the elevation. The generator and ancillary components would have to be elevated to approximately 10-feet +/- above grade, which would enlarge the station footprint, raise construction cost, and create additional aesthetic concerns to be considered. Placement inside the existing building will be reviewed, as there is an open area that is currently being used for storage. However, it is likely that this will be a better location for the pumps (which are currently directly below this space). A better location for the generator would likely be on the north side adjacent to the electrical room (between the existing building and storage tank). This would place the generator in a less visually obtrusive location; would provide additional noise protection, and being adjacent to the electrical room, would make electrical connections easier.

Forms

- Acknowledgement of Addenda
- **RFQ Form A:** Qualifications Statement
- **RFQ Form B:** References
- **RFQ Form C:** Personnel Hourly Rate Schedule
- **RFQ Form D:** Proposer's Certification
- Insurance Certificate
- Affidavit of Compliance with Florida Statutes Section 287.138 and 787.06

TOWN of FORT MYERS BEACH

ADDENDUM TO REQUEST FOR QUALIFICATIONS

RFQ-26-03-AD **Addendum No.: 1**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services North Island Water Tower Project

Date of Issue: November 17, 2025

CLARIFICATION

Please note the clerical error on the first page that the Issue Date on the RFQ states Tuesday, October 21, 2025 as the Issue Date was actually Wednesday, October 22, 2025.

Questions Received via Email

1. Based on our understanding, when a company submits a proposal as a **subsidiary**, it is permitted to reference the experience that the **parent company** has.
   We kindly request your confirmation as to whether our interpretation is correct.

   - Yes, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

2. Assuming that the proposal is submitted by a subsidiary and considering that the parent company is an international firm with subsidiaries in various countries and extensive global experience, we would like to inquire whether the subsidiary may relate the parent company's relevant experience in its response.
   We appreciate your clarification on this matter.

   - Yes, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

3. Based on our understanding, the referenced projects may have been executed in any country, as long as they are comparable in scope and size. In other words, it is not a requirement for the referenced experience to be within the United States.
We kindly request your confirmation as to whether our interpretation is correct.

    - Yes, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

4. Based on our understanding and in accordance with standard bid processes in the United States, company experience may be demonstrated through the qualifications and certifications of the personnel representing the company.
We would appreciate your confirmation as to whether this interpretation is accurate.

    - Yes, please include the qualifications and certifications of personnel proposed to perform this project and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

5. We understand that it is possible to submit the proposal in partnership with subconsultants who would complement the team for the execution of the project.
We kindly request your confirmation as to whether this interpretation is accurate.

    - Yes, include qualifications and certifications of any subconsultants, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

6. We understand that, in the event the firm acting as the prime does not meet all of the required qualifications, the subconsultants included in the proposal may contribute and satisfy those criteria. We kindly request your confirmation as to whether this interpretation is accurate.

    - Yes, include qualifications and certifications of any subconsultants, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

7. Would it be possible to obtain information regarding the grand cost of the project? Or obtain information regarding the approximate cost of the CEI project?

- The Town's grant funding agreements for all CDBG-DR projects can be found on the Town's website at https://www.fortmyersbeachfl.gov/1274/CDBG-DR

8. We understand that a firm with a Maximum Capacity Rating of USD $500,000, according to the FDOT Prequalification Limits, may participate as a prime consultant in this project without restrictions, and that such limitations would not apply to this specific procurement process. Could you kindly confirm if this interpretation is correct?

    - This is not a specific FDOT project, and all services and work must comply with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan

9. We understand that a firm participating as a subconsultant could potentially be part of multiple proposals, as long as these are led by different prime consultants.
We kindly request your confirmation as to whether this interpretation is accurate.

    - Yes, if the consideration of each proposal complies with applicable federal, state, and local laws and regulations. This includes, but is not limited to, compliance with CDBG-DR requirements, federal procurement standards under 2CFR Part 200, and adherence to Section 163.3177, Florida Statutes, for comprehensive plan.

Tetra Tech, Inc.

Company Name and Signature

Danny Nelson, PE & Vice President

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

RFQ FORM A

Responder: Tetra Tech, Inc.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts and Procurement Specialist upon request.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

h. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

i. The correct and full legal name of the Responder is: Tetra Tech, Inc.

ii. The business is a (Sole Proprietorship) (Partnership) (Corporation).

iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: (See the following pages)

i. Please describe your company in detail. (See the following pages)

j. The address of the principal place of business is: 10600 Chevrolet Way, Suite 102, Estero FL, 33928

k. Company telephone number and e-mail addresses: 239.390.1467 / danny.nelson@tetratech.com

l. Number of employees: 25,000

m. Name of employees to be assigned to this Project: (See the following pages)

n. Company identification numbers for the Internal Revenue Service: 95-41448514

o. Provide Lee County business tax receipt number, if applicable, and expiration date: 1014702 - September 30, 2025

p. How many years has your organization been in business? Does your organization have a specialty? 58 - Tetra Tech specializes in providing high-end consulting and engineering services with a strong focus on water and wastewater.

q. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed. (See the following pages)

r. Have you ever failed to complete any work awarded to you? If so, where, and why? No

h. iii. Corporate Officers and Directors

Executive Leadership:

Dan L. Batrack – Chairman, Chief Executive Officer, and President
Steven M. Burdick – Executive Vice President and Chief Financial Officer
Leslie L. Shoemaker, PhD – Executive Vice President and Chief Innovation and Sustainability Officer
Preston Hopson – Executive Vice President, Chief Legal and Human Capital Officer
Roger R. Argus – Executive Vice President, Corporate Development and President, Commercial/International Group
William R. Brownlie – Senior Vice President, Chief Engineer
Brian N. Carter – Senior Vice President, Corporate Controller and Chief Accounting Officer
Craig L. Christensen – Senior Vice President, Chief Information Officer
Richard A. Lemmon – Senior Vice President, Corporate Administration
Brendan O'Rourke – Senior Vice President, Enterprise Risk Management

Board of Directors:

Dan L. Batrack – Chairman of the Board
Li-San Hwang – Chairman Emeritus
Gary R. Birkenbeuel – Director
Prashant Gandhi – Director
Christie Obiaya – Director
Kimberly E. Ritrievi – Director
Kirsten M. Volpi – Director

h. iii. Trade Names and Subsidiaries

Tetra Tech operates under several trade names and has multiple subsidiaries, including:

Tetra Tech Engineering & Architecture Services
Tetra Tech Tesoro, Inc. (doing business as Tesoro)

i. Describe your company in detail.

Tetra Tech, Inc. is a global leader in consulting and engineering services, specializing in water, environmental, infrastructure, resource management, and international development projects. Headquartered in Pasadena, California, the company employs 25,000 professionals working in more than 100 countries. Founded in 1966, Tetra Tech is known for its "Leading with Science®" approach, combining advanced analytics, engineering expertise, and innovative technologies to solve complex problems. It is consistently ranked among the top firms by Engineering News-Record in categories such as water and environmental services. The company serves a broad client base, including U.S. federal and local governments, international agencies, commercial clients, and utilities. Tetra Tech operates through various subsidiaries and trade names to deliver tailored solutions across regions and sectors. Its services include water treatment, environmental remediation, climate resilience planning, sustainable infrastructure design, and renewable energy development. Tetra Tech also plays a prominent role in international aid and development through contracts with agencies like USAID. The company is publicly traded on the NASDAQ under the symbol TTEK and continues to grow through strategic acquisitions and a strong focus on innovation.

m. Employee Name	Role
Daniel Nelson, PE	Client Manager
Eric Fey, PE	Project Manager
Brett Messner, PE	QA/QC
Paul Clinghan, PE	Potable Water Infrastructure
Tyler Wainright, PE	Potable Water Infrastructure
Sicheng Zhu, PE	Potable Water Infrastructure
Christian Colarusso, PE	Potable Water Infrastructure
Tim Vanderwalker, PE	Site/Civil
Kevin Roe, PE	Hydraulic Modeling
John Reed, PE	Pump Selection/Design
Jason Burkett, PE, SE, MLSE	Structural Design
Mark Brewer	Funding Coordination
Eddie Jenkins, PSM	Surveying
Ivan Sokolic	Geotechnical
Robert Fergurson	Construction Engineering Inspection
Brianna Smith	Public Involvement
Jerry McCullough	Electrical Design
Jason Seignoret	Electrical Design

s. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Response for your company, division, or unit as appropriate.

Name of Project	**Contract with:**	**Contract Amount**	**Estimated Completion Date**	**% of Completion to Date**
Goodland Booster Pump Station Improvements	Collier County	$474,921	12/31/26	50%
Elevated Storage Tank Replacement	Charlotte Harbor Water Association	9,027	12/31/26	50%
Banyan Village Ground Storage Tank	Hendry County	309,659	12/31/26	25%
Port LaBelle WTP 1.25 MG Ground Storage Tank	Hendry County	$206,791	12/31/26	25%
Golden Gate Irrigation Storage	Collier County	$5,197,750	12/31/28	25%
Del Prado Irrigation Booster Station	City of Cape Coral	$357,000	12/31/27	25%

t. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	**Address**	**Work to be Performed**
Kimley Horn	2640 Golden Gate Parkway Suite 201 Naples, FL 34105	Quality assurance and quality control
Angie Brewer & Associates, LLC	9080 58th Drive East Suite 200 Bradenton, FL 34202	Funding coordination
Cella Molnar	1631 Hendry Street Fort Myers, FL 33901	Public involvement coordination
Ardaman & Associates, Inc	4220 Executive Circle Suite 62 Fort Myers, FL 33916	Geotechnical services

The foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

q. List the last three projects of this nature that the firm has completed

Name of Project & Client	Description	Reference & Contact Information	Estimated Completion Date	Cost of Work Completed
Airglades Potable Water Ground Storage Tank, Hendry County, FL	Hendry County identified the need to replace its aging 350,000-gallon steel potable water storage tank with a pre-stressed concrete tank to ensure reliable service for Airglades Airport Industrial Park customers. After evaluating cost-effective alternatives, the County opted for a larger 500,000-gallon tank, and Tetra Tech handled the design, permitting, bidding, and construction, with the project now successfully completed and in service.	**Name**: Jeff Pearson **Role**: Utilities Director **Customer Name**: City of Cape Coral **Phone**: 239.574.7722 **Email**: jpearson@ capecoral.net	2016	$659k
Southwest Pine Island Storage Tanks, City of Cape Coral, FL	To address the growing irrigation supply deficit caused by the expansion of the Utility Extension Program, the City of Cape Coral developed an advanced water reuse management system, including the Southwest Pine Island Road Irrigation Tanks & High Service Pump Station. This facility consists of two five-million-gallon storage tanks, high-powered pumps, and modern monitoring systems to boost reclaimed water pressure and ensure reliable irrigation distribution.	**Name**: Jeff Pearson **Role**: Utilities Director **Customer Name**: City of Cape Coral **Phone**: 239.574.7722 **Email**: jpearson@ capecoral.net	2022	$11.45M
Carica Booster Pump Station, Collier County, FL	Tetra Tech's evaluation of the Carica Booster Pump Station (BPS) revealed multiple deficiencies in the pump intake piping, significantly reducing its capacity, with the station often operating all four pumps without any in standby. To address these issues and restore efficiency, Tetra Tech recommended upgrades to the piping system and completed the design, permitting, bidding, and construction administration to enhance the station's electrical and mechanical systems.	**Name**: Shon Fandrich **Role**: Supervisor – Project Management **Customer Name:** Collier County Public Utilities Engineering & Project Management **Phone:** 239-315-2181 **Email:** Shon.fandrish@ colliercountyfl. gov	2023	$2.77M

RFQ Form B

Responder: Tetra Tech, Inc.

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts AND Procurement Specialist upon request.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact: Jeff Pearson, MSE, PMP
   Title of Contact: Utilities Director — Email: jpearson@capecoral.gov
   Telephone Number: 239.574.0709 — Fax Number: 239.242.3898
   Project: City of Cape Coral

2. Name of Contact: Scott Baker
   Title of Contact: Superintendent — Email: sbaker@chwh2o.com
   Telephone Number: 941.625.2288 — Fax Number: 941.626.9584
   Project: Charlotte Harbor Water Association

3. Name of Contact: Jimmy Orlinski
   Title of Contact: Utilities Director — Email: jorlinski@hendryfla.net
   Telephone Number: 863.675.5376 — Fax Number: 863.675.1282
   Project: Hendry County

4. Name of Contact: Talya Bickle
   Title of Contact: Engineering Manager — Email: tbickle@leegov.com
   Telephone Number: 239.533.8504 — Fax Number: 239.485.8845
   Project: Lee County

RFQ FORM C (NOT TO BE INCLUDED WITH QUALIFICATIONS)

RFQ FORM D

Responders: Tetra Tech, Inc.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

RESPONDER'S CERTIFICATION

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.
I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.
I certify that all information contained in this response, which includes the TOWN required RFQ forms, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.
The firm and/or Responder hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.
I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other Responder is interested in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
If this response is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder,

employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Tetra Tech, Inc.
Name of Business

By: Signature

Print Name and Title
Danny Nelson, PE & Vice President

10600 Chevrolet Way, Suite 300, Estero FL, 33928
Mailing Address

[1]STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 18 day of NOVEMBER 2025, by means of (X) physical presence or ( ) online notarization, personally appeared DANNY NELSON as VICE-PRESIDENT of (Company Name), (X) who is personally known to me or ( ) who has produced (PERSONALLY KNOWN TO ME) as identification.

Germain Marquez
NOTARY PUBLIC – State of Florida

My commission expires: AUGUST 27, 2029

GERMAIN MARQUEZ
MY COMMISSION # HH 705160
EXPIRES: August 27, 2029

[1] Rev 1-28-25

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/19/2025

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Safety National Casualty Corp	15105
INSURER B:	Allied World Surplus Lines Insurance Co	24319
INSURER C:	American International Group UK Ltd	AA1120187
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
10600 Chevrolet Way, Suite 102
Estero FL 33928 USA

COVERAGES **CERTIFICATE NUMBER:** 570116737502 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR X X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			GL6676804	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CA 6676805	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
C	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION			62785232	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDC4068970 AOS	10/01/2025	10/01/2026	X PER STATUTE / OTH-ER	
A				PS4068969 WI	10/01/2025	10/01/2026	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Environmental Contractors and Prof			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim Aggregate	$1,000,000 $1,000,000

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

Stop Gap Coverage for the following States: OH, ND, WA, WY. Evidence of Insurance.

CERTIFICATE HOLDER

Tetra Tech, Inc.
10600 Chevrolet Way, Ste. 102
Estero FL 33928 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 179

Certificate No : 570116737502

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The ACORD name and logo are registered marks of ACORD

RFQ FORM E
Affidavits 287.138 & 787.06

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared **(Name of affiant)** Daniel M. Nelson, PE, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Vice President of **(Business Name)** Tetra Tech, Inc. which does business in the State of Florida, hereinafter called the "Vendor."

2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.

3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.

4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.

5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

(*Signature*)

11/24/2025
(*Date*)

STATE OF Florida

COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of NOVEMBER 2025,
by DANIEL M. NELSON who has produced (PERSONALLY KNOWN TO ME)
(Print or Type Name)

as identification.
(Type of Identification)

Germain Marquez
Notary Public Signature

GERMAIN MARQUEZ
Printed Name of Notary Public

HH705160 / AUGUST 27, 2029
Notary Commission Number/Expiration

GERMAIN MARQUEZ
MY COMMISSION # HH 705160
EXPIRES: August 27, 2029


TETRA TECH

RFQ FORM A

Responder: Tetra Tech, Inc.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts and Procurement Specialist upon request.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

h. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

i. The correct and full legal name of the Responder is: Tetra Tech, Inc.

ii. The business is a (Sole Proprietorship) (Partnership) (Corporation).

iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: (See the following pages)

i. Please describe your company in detail. (See the following pages)

j. The address of the principal place of business is: 10600 Chevrolet Way, Suite 102, Estero FL, 33928

k. Company telephone number and e-mail addresses: 239.390.1467 / danny.nelson@tetratech.com

l. Number of employees: 25,000

m. Name of employees to be assigned to this Project: (See the following pages)

n. Company identification numbers for the Internal Revenue Service: 95-41448514

o. Provide Lee County business tax receipt number, if applicable, and expiration date: 1014702 - September 30, 2025

p. How many years has your organization been in business? Does your organization have a specialty? 58 - Tetra Tech specializes in providing high-end consulting and engineering services with a strong focus on water and wastewater.

q. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed. (See the following pages)

r. Have you ever failed to complete any work awarded to you? If so, where, and why? No

h. iii. Corporate Officers and Directors

Executive Leadership:

Dan L. Batrack – Chairman, Chief Executive Officer, and President
Steven M. Burdick – Executive Vice President and Chief Financial Officer
Leslie L. Shoemaker, PhD – Executive Vice President and Chief Innovation and Sustainability Officer
Preston Hopson – Executive Vice President, Chief Legal and Human Capital Officer
Roger R. Argus – Executive Vice President, Corporate Development and President, Commercial/International Group
William R. Brownlie – Senior Vice President, Chief Engineer
Brian N. Carter – Senior Vice President, Corporate Controller and Chief Accounting Officer
Craig L. Christensen – Senior Vice President, Chief Information Officer
Richard A. Lemmon – Senior Vice President, Corporate Administration
Brendan O'Rourke – Senior Vice President, Enterprise Risk Management

Board of Directors:

Dan L. Batrack – Chairman of the Board
Li-San Hwang – Chairman Emeritus
Gary R. Birkenbeuel – Director
Prashant Gandhi – Director
Christie Obiaya – Director
Kimberly E. Ritrievi – Director
Kirsten M. Volpi – Director

h. iii. Trade Names and Subsidiaries

Tetra Tech operates under several trade names and has multiple subsidiaries, including:

Tetra Tech Engineering & Architecture Services
Tetra Tech Tesoro, Inc. (doing business as Tesoro)

i. Describe your company in detail.

Tetra Tech, Inc. is a global leader in consulting and engineering services, specializing in water, environmental, infrastructure, resource management, and international development projects. Headquartered in Pasadena, California, the company employs 25,000 professionals working in more than 100 countries. Founded in 1966, Tetra Tech is known for its "Leading with Science®" approach, combining advanced analytics, engineering expertise, and innovative technologies to solve complex problems. It is consistently ranked among the top firms by Engineering News-Record in categories such as water and environmental services. The company serves a broad client base, including U.S. federal and local governments, international agencies, commercial clients, and utilities. Tetra Tech operates through various subsidiaries and trade names to deliver tailored solutions across regions and sectors. Its services include water treatment, environmental remediation, climate resilience planning, sustainable infrastructure design, and renewable energy development. Tetra Tech also plays a prominent role in international aid and development through contracts with agencies like USAID. The company is publicly traded on the NASDAQ under the symbol TTEK and continues to grow through strategic acquisitions and a strong focus on innovation.

m. Employee Name	Role
Daniel Nelson, PE	Client Manager
Eric Fey, PE	Project Manager
Brett Messner, PE	QA/QC
Paul Clinghan, PE	Potable Water Infrastructure
Tyler Wainright, PE	Potable Water Infrastructure
Sicheng Zhu, PE	Potable Water Infrastructure
Christian Colarusso, PE	Potable Water Infrastructure
Tim Vanderwalker, PE	Site/Civil
Kevin Roe, PE	Hydraulic Modeling
John Reed, PE	Pump Selection/Design
Jason Burkett, PE, SE, MLSE	Structural Design
Mark Brewer	Funding Coordination
Eddie Jenkins, PSM	Surveying
Ivan Sokolic	Geotechnical
Robert Fergurson	Construction Engineering Inspection
Brianna Smith	Public Involvement
Jerry McCullough	Electrical Design
Jason Seignoret	Electrical Design

s. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Response for your company, division, or unit as appropriate.

Name of Project	**Contract with:**	**Contract Amount**	**Estimated Completion Date**	**% of Completion to Date**
Goodland Booster Pump Station Improvements	Collier County	$474,921	12/31/26	50%
Elevated Storage Tank Replacement	Charlotte Harbor Water Association	9,027	12/31/26	50%
Banyan Village Ground Storage Tank	Hendry County	309,659	12/31/26	25%
Port LaBelle WTP 1.25 MG Ground Storage Tank	Hendry County	$206,791	12/31/26	25%
Golden Gate Irrigation Storage	Collier County	$5,197,750	12/31/28	25%
Del Prado Irrigation Booster Station	City of Cape Coral	$357,000	12/31/27	25%

t. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	**Address**	**Work to be Performed**
Kimley Horn	2640 Golden Gate Parkway Suite 201 Naples, FL 34105	Quality assurance and quality control
Angie Brewer & Associates, LLC	9080 58th Drive East Suite 200 Bradenton, FL 34202	Funding coordination
Cella Molnar	1631 Hendry Street Fort Myers, FL 33901	Public involvement coordination
Ardaman & Associates, Inc	4220 Executive Circle Suite 62 Fort Myers, FL 33916	Geotechnical services

The foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

q. List the last three projects of this nature that the firm has completed

Name of Project & Client	Description	Reference & Contact Information	Estimated Completion Date	Cost of Work Completed
Airglades Potable Water Ground Storage Tank, Hendry County, FL	Hendry County identified the need to replace its aging 350,000-gallon steel potable water storage tank with a pre-stressed concrete tank to ensure reliable service for Airglades Airport Industrial Park customers. After evaluating cost-effective alternatives, the County opted for a larger 500,000-gallon tank, and Tetra Tech handled the design, permitting, bidding, and construction, with the project now successfully completed and in service.	**Name**: Jeff Pearson **Role**: Utilities Director **Customer Name**: City of Cape Coral **Phone**: 239.574.7722 **Email**: jpearson@ capecoral.net	2016	$659k
Southwest Pine Island Storage Tanks, City of Cape Coral, FL	To address the growing irrigation supply deficit caused by the expansion of the Utility Extension Program, the City of Cape Coral developed an advanced water reuse management system, including the Southwest Pine Island Road Irrigation Tanks & High Service Pump Station. This facility consists of two five-million-gallon storage tanks, high-powered pumps, and modern monitoring systems to boost reclaimed water pressure and ensure reliable irrigation distribution.	**Name**: Jeff Pearson **Role**: Utilities Director **Customer Name**: City of Cape Coral **Phone**: 239.574.7722 **Email**: jpearson@ capecoral.net	2022	$11.45M
Carica Booster Pump Station, Collier County, FL	Tetra Tech's evaluation of the Carica Booster Pump Station (BPS) revealed multiple deficiencies in the pump intake piping, significantly reducing its capacity, with the station often operating all four pumps without any in standby. To address these issues and restore efficiency, Tetra Tech recommended upgrades to the piping system and completed the design, permitting, bidding, and construction administration to enhance the station's electrical and mechanical systems.	**Name**: Shon Fandrich **Role**: Supervisor – Project Management **Customer Name:** Collier County Public Utilities Engineering & Project Management **Phone:** 239-315-2181 **Email:** Shon.fandrish@ colliercountyfl. gov	2023	$2.77M

RFQ Form B

Responder: Tetra Tech, Inc.

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts AND Procurement Specialist upon request.

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact: Jeff Pearson, MSE, PMP
   Title of Contact: Utilities Director — Email: jpearson@capecoral.gov
   Telephone Number: 239.574.0709 — Fax Number: 239.242.3898
   Project: City of Cape Coral

2. Name of Contact: Scott Baker
   Title of Contact: Superintendent — Email: sbaker@chwh2o.com
   Telephone Number: 941.625.2288 — Fax Number: 941.626.9584
   Project: Charlotte Harbor Water Association

3. Name of Contact: Jimmy Orlinski
   Title of Contact: Utilities Director — Email: jorlinski@hendryfla.net
   Telephone Number: 863.675.5376 — Fax Number: 863.675.1282
   Project: Hendry County

4. Name of Contact: Talya Bickle
   Title of Contact: Engineering Manager — Email: tbickle@leegov.com
   Telephone Number: 239.533.8504 — Fax Number: 239.485.8845
   Project: Lee County

RFQ FORM D

Responders: Tetra Tech, Inc.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

RESPONDER'S CERTIFICATION

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.
I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the responses.
I certify that all information contained in this response, which includes the TOWN required RFQ forms, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.
The firm and/or Responder hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.
I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Town or any other Responder is interested in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
If this response is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder,

employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Tetra Tech, Inc.
Name of Business

By: Signature

Print Name and Title
Danny Nelson, PE & Vice President

10600 Chevrolet Way, Suite 300, Estero FL, 33928
Mailing Address

[1]STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 18 day of NOVEMBER 2025, by means of (X) physical presence or ( ) online notarization, personally appeared DANNY NELSON as VICE-PRESIDENT of (Company Name), (X) who is personally known to me or ( ) who has produced (PERSONALLY KNOWN TO ME) as identification.

Germain Marquez
NOTARY PUBLIC – State of Florida

My commission expires: AUGUST 27, 2029

GERMAIN MARQUEZ
MY COMMISSION # HH 705160
EXPIRES: August 27, 2029

[1] Rev 1-28-25

Town of Fort Myers Beach Selection Advisory Committee Evaluation Criteria (Per RFQ-26-03-AD)						
Firm	**Relevant Project Experience Rebuild Water Towers**	**Experience with CDBG-DR and Federal Procurement Procedures**	**Project Understanding & Technical Approach**	**References and Past Experience**	**M/WBE or Veteran-Owned Business Status**	
Max points	25	25	25	15	10	**TOTAL**
Tetra Tech						**280**
Dunham Engineering						**224**
						0
						0

Traci

Tetra Tech	24	24	23	14	6	91
Dunham Engineering	21	12	17	12	1	63
						0
						0

Jeff

Tetra Tech	24	25	23	15	7	94
Dunham Engineering	20	18	22	14	7	81
						0
						0

Frankie

Tetra Tech	25	25	25	15	5	95
Dunham Engineering	25	10	25	15	5	80
						0
						0

MINUTES
FORT MYERS BEACH
Selection Advisory Committee

Town Hall Council Chambers
6231 Estero Blvd.
Fort Myers Beach, FL 33931
December 9, 2025

I. CALL TO ORDER

The meeting was called to order at 3:00 p.m. by Deputy Clerk Jason Freeman.
Members present:

Community Services Director Jeff Hauge
Deputy Town Manager Traci Kohler
Community Development Director Frankie Kropacek

II. Review and Discussion of Proposals/Qualifications RFQ-26-03-AD Fort Myers Beach Engineering & Architectural Services North Island Water Tower Project

Deputy Clerk Freeman noted that the qualifications were advertised in October 2025, and were due on November 24, 2025. The town received two complete responses and three incomplete responses with no documents attached. Dunham Engineering and Tetra Tech Inc. submitted the complete responses. Deputy Clerk Freeman reviewed the scope of the project.
Members of the committee ranked the evaluations as follows: Manager Kohler ranked Tetra Tech a 91 out of 100 and Dunham Engineering a 63; Director Hauge ranked Tetra Tech a 94 and Dunham Engineering an 81; Director Kropacek ranked Tetra Tech a 95 and Dunham Engineering an 80. Tetra Tech received ~~267~~ 280[1] out of 300, and Dunham Engineering received ~~237~~ 224[1] out of 300.

MOTION: Director Hauge moved to interview the firms, seconded by Director Kropacek.
VOTE: The motion carried unanimously.

The interviews will be scheduled as soon as possible and will take 15 to 30 minutes. Committee members typically ask them three to five questions. The meeting will be posted on Demand Star.

MOTION: Director Kropacek moved to contact the firms, have a 30-minute discussion and request a presentation with each of them, seconded by Director Hauge.
VOTE: The motion carried unanimously.

III. Adjournment

Deputy Clerk Freeman adjourned the meeting at 3:08 p.m.

Adopted _____with/without changes. Motion by_____
(DATE)
Vote _____ Signature_____

1. Please note a calculation error of the total points was noted and the correct calculated totals are reflected in the final minutes.

DRAFT

RFQ-26-03-AD North Tower Design & Engineering CDBG-DR Project Approach

Dunham Engineering and WindForce, Inc.

DUNHAM ENGINEERING
INSPECTION.DESIGN.RESULTS.

WINDFORCE

- Dunham Engineering is a Storage Tank and Corrosion specialty engineering firm licensed in several states including Florida.
- We provide consulting services specializing in potable water storage tank design and rehabilitation. Our expertise has gained us a seat on AWWA's Standards Committee on Steel and Composite Water Storage Tanks.

- WindForce is a Civil and Structural Engineering firm specializing in client focused climate resilience along the US Gulf Coast.
- We are located at 4040 Del Prado Blvd. Cape Coral Florida
- WindForce is now the parent company of Dunham Engineering.

Review of Fort Myers Beach RFQ 26-03-AD

- The North Island Water Tower Complex sustained severe damage during Hurricane Ian, leaving the Town dependent on a single remaining potable water tank. As a result, the project is considered critical, with infrastructure aimed at restoring reliable, resilient potable water storage for residents and businesses.

CDBG-DR Funding Overview

- Funding for the project is provided through CDBG Disaster Recovery (CDBG-DR) funding via Lee County, as authorized under **Title I of the Housing and Community Development Act of 1974** , as amended.
- Dunham Engineering plans to achieve grant compliance through internal compliance auditor Carol Scott. Carol's role will be to govern design, report, and communicate with all requirements per HUD and CDBG-DR.

Preliminary Engineering Report

- Perform preliminary investigations of the existing site location, existing equipment, specifically to obtain existing design capacity requirements.
- Coordinate with the Town of Fort Myers Beach to determine potable water distribution system network and existing conditions of conveyance system.
- Evaluate and obtain design capacity of existing well pumps to determine fill rate and sizing needs.

Feasibility Report

- Create a report that provides the feasibility of each design concept solution. This report will include the following for each:
  - Engineer's Opinion of Probable Construction Cost (EOPCC) Class 4 Estimate
  - Pros and cons of each solution
  - General Life Cycle Cost (LCC)
  - Security requirements and capabilities
  - Geotechnical requirements
  - Required permits and approvals from all local, state, and federal agencies

Design Focus

- Design and prepare detailed engineered drawings and specifications compliant to Fla. Admin. Code Chapter 62-555, FDEP, AWWA, ANSI, AMPP, etc.
- Design is to take heavy consideration into the structure's function and resilience to Florida's unique weather.
  - The existing site and much of Fort Myers Beach is designated by FEMA as Zone AE, which has a Base Flood Elevation of 12 feet, or similar. This will require components critical to operation to be elevated at 13 feet or higher.
  - We will also consider ultimate design wind speeds and foundation design requirements for hurricane considerations. Water treatment plants and storage serving fire suppression efforts are considered Category 4 (181 Vmph) per ASCE. Major hurricane wind speeds begin at 111 mph sustained wind speeds.
  - Protective coating systems to fight the corrosive salt rich, humid environment of coastal Florida. Special consideration given to surface preparation, inter-coat application, and reduction of salt inclusion between coats. Design to provide the greatest corrosion protection and reach the longest life cycle of the protective coating system.

Design Process & Collaboration

- Utilize a design process that takes input from the customer throughout the design. Focusing on hands on design and insight from the engineers here today.
  - Prepare and maintain a project schedule that incorporates updates, coordination, and design tasks. An initial baseline schedule will be developed, and the schedule will be updated after each major milestone deliverable.
  - Milestone deliverables will be set at 30%, 60%, and 90% design considerations. At each of these milestones, draft plans and specifications will be submitted to the town for review.
  - Dunham will coordinate virtual monthly progress meetings throughout the duration of the project with the town to facilitate coordination of design and to discuss project related items.
  - Dunham Engineering will have weekly internal progress meetings to coordinate project design decisions and discuss other project related items such as compliance.

Procurement Assistance

- After final design, Dunham will assist the Town with procurement of the correct contractor for their project.
  - Provide a final EOPCC for procurement considerations
  - Coordinate and conduct a pre-bid consultation with prospective bidders
  - Respond to contractor technical and formal inquiries
  - Our experience with contractors that perform this work will help the town make an educated decision on the most responsive and responsible bidder to execute the construction as designed.
  - Contractors prefer to bid our specifications, due to our low rate of change order requirements and inclusion of water storage tank specific language in our specifications.

Executing the Design

- Dunham Engineering and WindForce, Inc. plan to perform construction-phase engineering and inspection (CEI) services with the implementation of an AWWA D101 Section 4 compliant Project Management program to properly provide Quality Assurance during construction
  - This includes the implementation of a warranty period for constructed water storage tanks per section 5 and considerations for long term maintenance mitigation.
  - Contractor submittal approval
  - Pay Application facilitation and verification
- We plan to lean heavily on our industry knowledge to assure the proper construction to the appropriate standards and regulations.
- Develop a reporting process compliant with CDBG-DR compliance requirements

What WindForce Does

- WindForce is committed to rapid response and reliable support, helping clients move forward even in critical situations.
- Provide same day inspections
- Have a face present on site at a moment's notice in the case of emergencies and urgent situations
- Working with a Florida firm will keep the money invested in the southwest Florida communities

WindForce Florida Team

- Justin Thomas, P.E.
  - Florida Office Engineering Manager
- Luigi Anchondo, E.I.
  - Engineer and Inspector
  - Florida Gulf Coast University Graduate
- John Rainas
  - Architectural and Structural Designer

Project Closeout

- After construction Dunham Engineering and WindForce, Inc. will provide an in-depth final inspection with representatives of the Town of Fort Myers Beach, FL, demonstrating proper tank operation.
- A final debrief will include review of the tower operation and maintenance considerations, final approval for contractor, and schedule a warranty inspection per the contract documents.

Dunham Engineering and WindForce, Inc. are blessed to have the opportunity to help the people of Fort Myers Beach, Florida. It is our companies' passion to provide solutions to communities through projects like this.

Thank you for the opportunity to display our expertise and capability to execute this project for you.

Are there any Questions?



Interview and Discussion for

North Island Water Tower

Town of Fort Myers Beach

TETRA TECH

MONDAY, JANUARY 12, 2026


Demolition
Future Projects
System Operation
Community Interaction
CDBG/Funding Coordinati
Alignment
Permitting
ronmental
Pump Station
Lee Cou
Interacti
Flood Protection
Structural
Tank Design Considerations
Seasonal Impacts



Our Team

TETRA TECH SNAPSHOT

WORKS IN
125
COUNTRIES



7
CONTINENTS

Publicly traded on NASDAQ as

TTEK

$5 billion
ANNUAL REVENUE

WORKS ON
110,000
PROJECTS
ANNUALLY

500 OFFICES WORLDWIDE

ENR RANKINGS

#1	Water Treatment/Desalination
#1	Environmental Management
#1	Environmental Science
#1	Hydro Plants
#1	Wind Power

25,000 CLIENTS

25,000+ EMPLOYEES

Your LOCAL Project Team



50+ staff in Lee County
950+ staff in Florida
Serving Fort Myers Beach for **15+** years

Kimley»Horn

ANGIEBREWER.COM

Ardaman & Associates, Inc.
A Tetra Tech Company

CMA OUTREACH, INC.

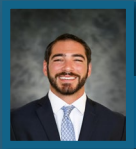
OUR TEAM



PROJECT MANAGER
Eric Fey



CLIENT MANAGER
Danny Nelson



QA/QC
Brett Messner



QA/QC
Doug Eckman — Kimley»Horn

INFRASTRUCTURE


Tyler Wainright


Mason Lundquist

HYDRAULIC MODELING


Kevin Roe

PUMP SELECTION/DESIGN


John Reed

CONSTRUCTION OVERSIGHT


Travis Liszak


Bob Ferguson

CIVIL/SITE DESIGN


Eric Fey


Tim Vanderwalker

STRUCTURAL DESIGN


Jason Burkett

FUNDING COORDINATION


Mark Brewer — ANGIEBREWER.COM keeping your funds flowing!

ELECTRICAL/I&C


Jerry McCullough


Jason Seignoret

PUBLIC INVOLVEMENT


Brianna Smith — CMA OUTREACH, INC.

GEOTECHNICAL


Ivan Sokolic — Ardaman & Associates, Inc.

SURVEYING


Eddie Jenkins

OUR SUPPORT TEAM

Kimley»Horn

ANGIEBREWER.COM keeping your funds flowing!

Ardaman & Associates, Inc. A Tetra Tech Company

CMA OUTREACH, INC.







MBE/WBE Subs

CMA OUTREACH, INC.

Cella Molnar & Associates

- Public Involvement
- Has worked with TT & Fort Myers Beach for nearly 15 years

ANGIEBREWER.COM
keeping your funds flowing!

Angie Brewer & Associates

- Funding Assistance
- CDBG Compliance
- Has served Fort Myers Beach on numerous projects
  - ✓ *Tier 1*



Our Experience

SW FL STORAGE & PUMPING EXPERIENCE

Project	Location	Storage Capacity	Booster Pumps	Alt. Funding	Hardening
SW Pine Island Booster PS	Cape Coral	(2) 5 MG	✓		✓
Del Prado Irr. Booster Station	Cape Coral	(2) 5 MG	✓	✓	
Airglades Potable Water Booster Station	Hendry County	0.1 MG	✓		
Banyan Village Potable Water Station	Hendry County	0.5 MG	✓	✓	
Port LaBelle Potable Water Storage	Hendry County	1.5 MG		✓	
Shell Creek WTP Storage	Punta Gorda	2 MG		✓	✓
Donax WRF Reject & Reclaimed Storage	Sanibel	(2) 3 MG	✓		✓
Wulfert Reclaimed Storage	Sanibel	0.5 MG			✓
Western Potable Water Booster Station	Charlotte County	0.5 MG	✓	✓	✓
RO WTP Concentrate Storage	Charlotte County	0.1 MG	✓	✓	✓
Goodland Potable Water Booster Station	Collier County	0.5 MG			✓
Moss Marina In-Line Booster Station	Lee County	--	✓	✓	✓
Golden Gate Reclaimed Storage	Collier County	(4) 5 MG	✓		

Fort Myers Beach Experience

Past Experience

- Served FMB for over 15 years
- Over $150M in Potable Water and Stormwater improvements
  - Estero Boulevard
  - Side Streets
- Hydraulic Modeling
- Master Planning
- Stormwater Utility
- NPDES Permitting
- SRF & Hazard Mitigation Grant Funding

Present Experience

- Carlos Circle Drainage Improvements
- Tier 1 Potable Water & Stormwater Upgrades
- Development Reviews for Utilities & Site Design
- Moss Marina Booster Station Interim Improvements
- Miscellaneous Utility & Stormwater





RELEVANT EXPERIENCE



CHARLOTTE HARBOR WATER AUTHORITY

Elevated Storage Tank and Potable Water Booster Station Hardening

- 2/3 Completed
- Grant-funded project
- Site hardening for flood evaluation
- Pressurized piping
- Geotechnical testing
- Environmental permitting
- Flow modeling
- Pump station replacement
- Funding compliance



TOWN of FORT MYERS BEACH & LEE COUNTY

Moss Marina Booster Station Improvements

- Preliminary Design Phase
- CDBG-funded project with Lee County and Town interaction
- Stringent requirements to meet flood requirements
- Interim Improvements to Existing
  - Pumps, valves, VFDs
- Relocation design
- Flood damage response & recovery
- Coordination between Lee County and Fort Myers Beach

RELEVANT EXPERIENCE



CITY OF CAPE CORAL

Southwest Pine Island Storage Tanks & Pump Station

- (2) 5 MG Storage Tanks
- (3) pair of split-case pumps
- Site hardening for flood evaluation
- Pressurized piping
- Geotechnical testing
- Environmental permitting
- Flow modeling
- Flood protection
- Funding compliance



Collier County

Goodland Booster Station Improvements

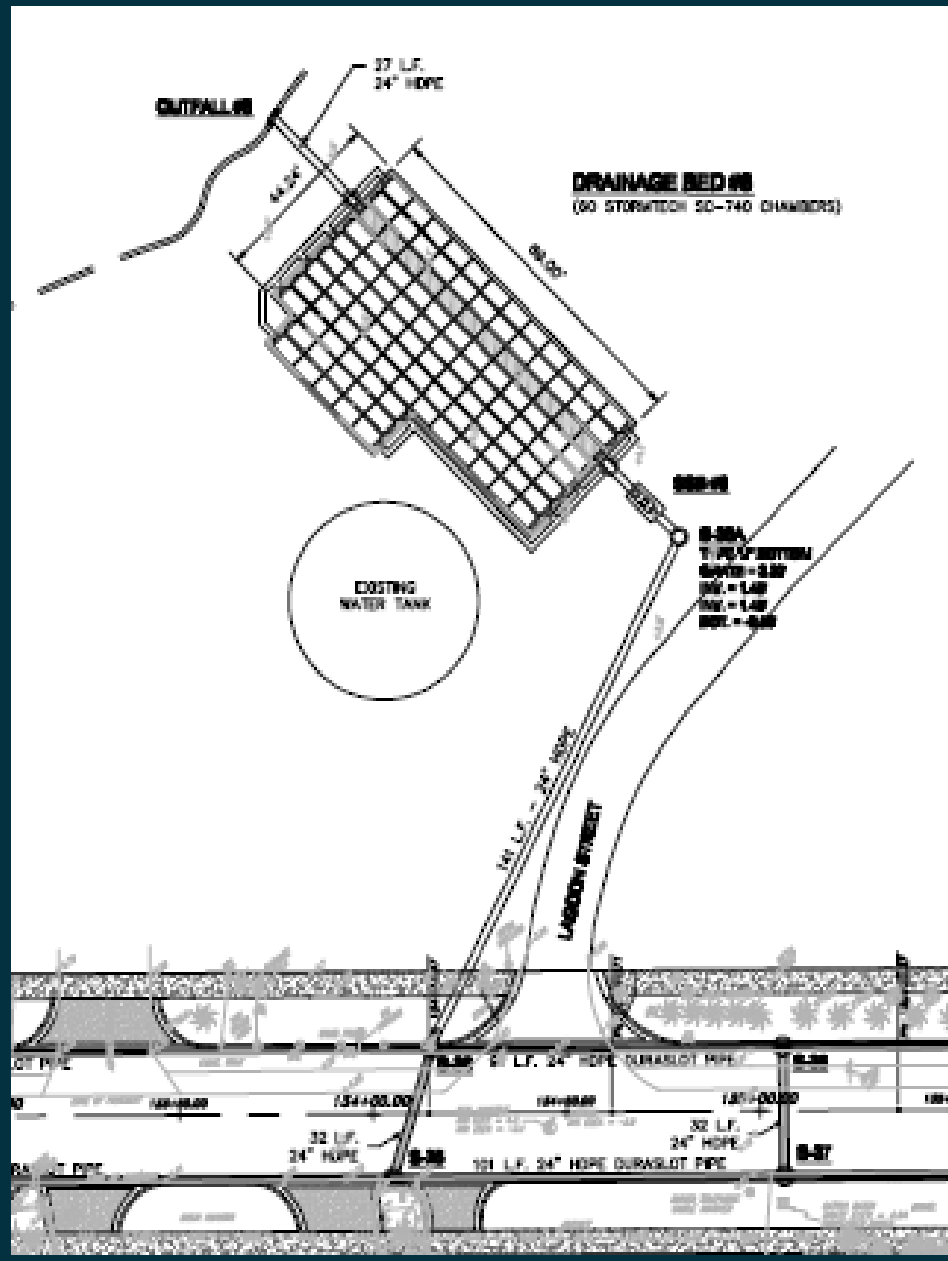
- Potable Water Station adjacent to Gulf
- Near 50-year old existing tank
- Complete station overhaul
- Tank replacement had to meet hardening requirements - anchoring
- Pump and motor rebuilds & replacements



Our Approach

Existing Site Considerations

- *Site Components*
  - 0.5 MG ground storage tank (1974)
  - Elevated electrical & controls room (constructed after Hurricane Charley)
  - (2) split-case high service pumps
  - No existing emergency backup
  - Surface Water Management
    - Drainage (from Estero)
    - Nutrient removal baffle box
    - Stormtech undergound system
- *Site Considerations*
  - Surface Water Management
    - For any additional impervious
  - Regulations (FDEP, Flood, etc.)
  - Facility locations (tank, pumps, emergency power, etc.)



Compliance with Relevant Regulations and Standards

Local

- Development Order

Federal

- FEMA (Flood Elevation)
  - ASCE 24-14 – Class 4 (Essential)
- Funding (CDBG-DR)
  - Davis Bacon Wage Rates
  - BABA

State

- Florida Building Code
- FDEP Rule 62-555.320
  - NSF Approved
  - Provide Flood Protection
  - Provide Security
  - Be Equipped with Standby Power
  - Meet the Service Area's Peak Hourly Demand + Fire Flow
  - Maintain 20 PSI
  - Provide Redundancy for Largest Pump
- SFWMD
  - New Stormwater Requirements

See next page for description of Flood Design Classes ➔

		Flood Design Class 1	Flood Design Class 2	Flood Design Class 3	Flood Design Class 4
Minimum Elevation* of Lowest Floor (Zone A: ASCE 24-14 Table 2-1)	Zone A not identified as Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
Minimum Elevation of Bottom of Lowest Horizontal Structural Member (Zone V: ASCE 24-14 Table 4-1)	Coastal High Hazard Areas (Zone V) and Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
Minimum Elevation Below Which Flood-Damage-Resistant Materials Shall be Used (Table ASCE 24-14 5-1)	Zone A not identified as Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
	Coastal High Hazard Areas (Zone V) and Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
Minimum Elevation of Utilities and Equipment (ASCE 24-14 Table 7-1)**	Zone A not identified as Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
	Coastal High Hazard Areas (Zone V) and Coastal A Zone	DFE	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
Minimum Elevation of Dry Floodproofing of non-residential structures and non-residential portions of mixed-use buildings (ASCE 24-14 Table 6-1)	Zone A not identified as Coastal A Zone	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher
	Coastal High Hazard Areas (Zone V) and Coastal A Zone	Not permitted	Not permitted	Not permitted	Not permitted
Minimum Elevation of Wet Floodproofing* (ASCE 24-14 Table 6-1)**	Zone A not identified as Coastal A Zone; Coastal A Zone; Coastal High Hazard Areas (Zone V)	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +1 ft or DFE, whichever is higher	BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher

* Flood Design Class 1 structures shall be allowed below the minimum elevation if the structure meets the wet floodproofing requirements of ASCE 24-14 Section 6.3.
** Unless otherwise permitted by ASCE 24-14 Chapter 7
*** Only if permitted by ASCE 24-14 Section 6.3.1

Primary Challenges – Flood Elevation

- Existing Site Elevation ~ El 4.0
- Flood Elevation is El 12.0
- ASCE 24-14 – Class 4 (Essential)
  - Requires construction to El 14.0
    - Pumps, electrical components

ASCE 24-14 9.7.1.3

- Requires tanks to be designed & anchored to resist flooding
  - Can be accomplished by elevating tank or anchoring
  - TT currently working on (2) similar projects in SW FL
    - Goodland Booster Station
    - Charlotte Harbor



Primary Challenges – Pump Selection



Split-Case

Advantages

- Easier to Maintain & Service
- Easier to Replace
- Service Life is Not an Issue

Disadvantages

- Larger Footprint
- Pump & Motor Require Elevating
- Suction Lift



Vertical Turbine

Advantages

- Take Advantage of Vertical Can Height
- Suction lift is Not an Issue
- Higher Efficiency

Disadvantages

- More Challenging to Service and Replace Pump (Crane Height)

Primary Challenges – Standby Power



Generator

Advantages

- **Provides power to Multiple Components**

Disadvantages

- **Can be More Costly**



Diesel Pump

Advantages

- **Provide Additional Pump Redundancy**

Disadvantages

- **Only Provides Power to Pump**
- **Larger Footprint**

Cost control & Budget Adherence

Engineering Costs

- *Scope Development*
  - Verify all Requirements
    - Permitting
    - Environmental
    - Prepare Thorough Scope
- *Cost Savings Brought by Our Team*
  - Completed hydraulic model
  - “0” Learning Curve as FMB EOR
  - Teaming with known “experts”
    - Tetra Tech
    - Angie Brewer (Funding Compliance)
    - CMA (Public Involvement)

Construction Budget

- *During Design*
  - Constructability Reviews
  - QA/QC
  - Vendor Selection
  - Pump Station Design Criteria
    - Vertical Turbine vs Split Case, other
    - In-Place Emergency Power
- *During Construction*
  - Direct Purchase
    - Reduces tax & Overhead/Profit
    - Reduces construction duration
  - Adherence to Davis-Bacon & BABA

Project Timeline

NO LEARNING CURVE - We can hit the ground running

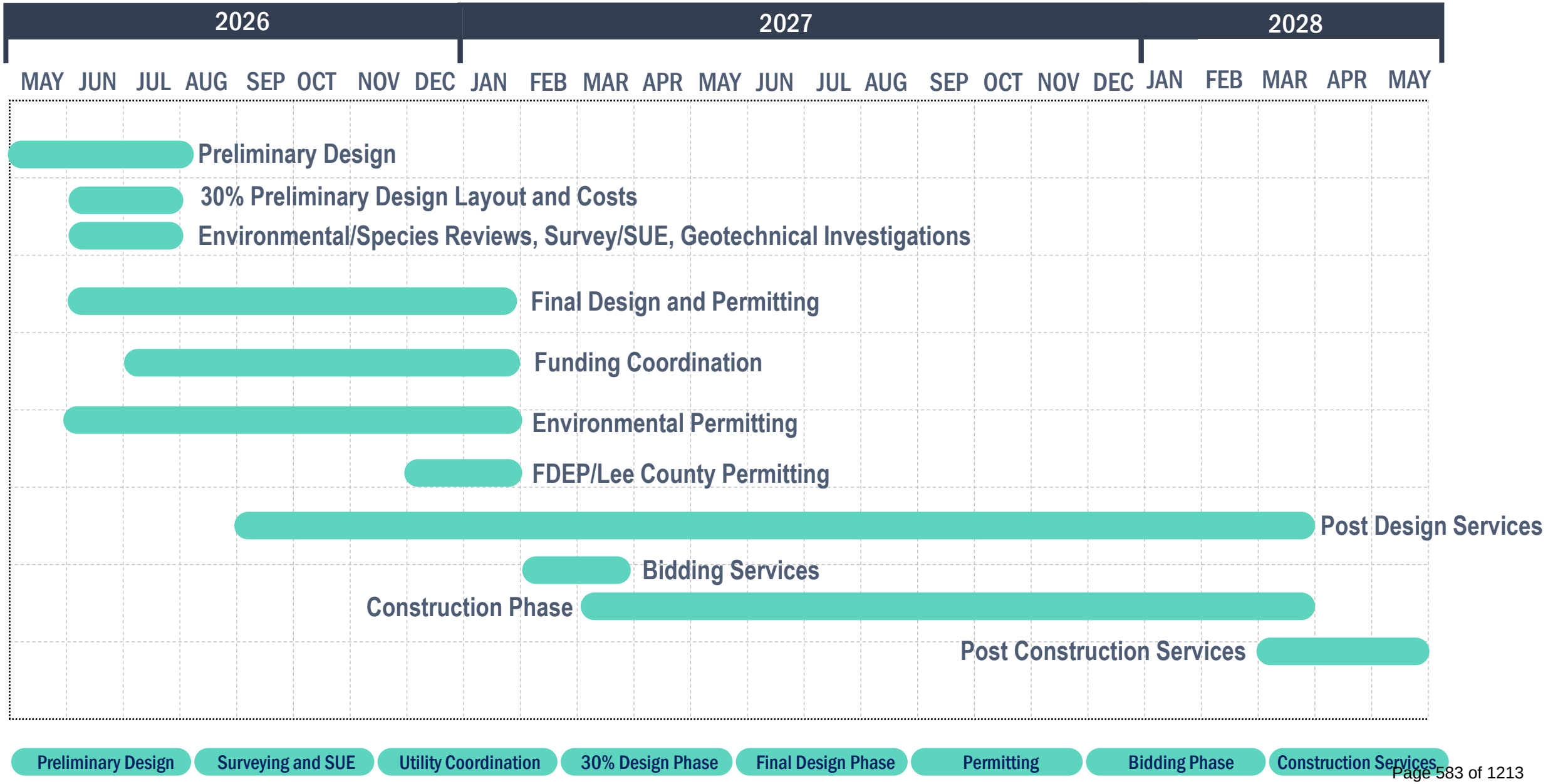
Tetra Tech has:

- **Completed modeling for Fort Myers Beach to be used to size the proposed pumps**
- **History and knowledge of the Existing Infrastructure**
- **An understanding of the operation of the existing North Tower Booster Station**

Task	Duration	Cumulative
Preliminary Design (30-percent)	75 days	75 days
60-percent Design	75 days	150 days
90-percent Design	60 days	210 days
Bid Documentation	60 days	270 days
Permitting (initiate at 90-percent)	60 days	270 days
Bidding Phase	60 days	330 days
Construction Phase	365 – 550 days	695 - 880 days

- ***Construction Phase is dependent on timing for material procurement.***
- ***Direct Purchase of pumps/emergency power can save costs and time – reduce critical path***

PROJECT SCHEDULE



Disaster Experience & Lessons Learned

Tetra Tech holds continuing contracts throughout the US

- Disaster response
- Debris monitoring
- FEMA compliance
- Post Design



Hurricane Ian

- Tetra Tech served FDEM for Utility Documentation & Return to Service for all utilities in SW FL
- Biggest lesson – this storm was different
  - Historically, wind was biggest concern. Surge was rare.
  - Ian brought over 12 feet of surge and caused flooding, saltwater damage, and structural compromise
  - Lesson learned, hard to harden and address not just wind, but surge
    - Anchoring, elevating, redundancy

FEMA & CDBG Experience



Tetra Tech has assisted clients with FEMA & CDBG projects for over 25 years

- Contracts throughout Southwest Florida
  - Lee County
  - Collier County
  - Charlotte Counties
- Currently assisting Lee County with the Moss Marina Booster Station Replacement and Relocation
- Assisting Sanibel with Lift Station Hardening
- Continuing contract with FDEM

FEMA & CDBG Experience

Angie Brewer & Associates are Federal & State-Funding Experts

- Over $8B Public Client Funding Assistance
- Woman Owned Business (WBE)
- 20+ CDBG projects
  - Wauchula, FL
  - Everglades City, FL
  - Collier County, FL
  - Bartow, FL
  - St Lucie County, FL

ANGIEBREWER.COM
keeping your funds flowing!







Mark Brewer

- 30+years of Funding Experience
- Recognized Subject Matter Expert with State and Federal Funding Regulations and Requirements
- 30+ years of CDBG Specific Experience

Funding Compliance Requirements

Quarterly Performance Reporting (QPR)

- **Financial Information**
  (Obligations and expenditures, Drawdown, and Program Income – if applicable)
- **Project and Activity Progress**
- **Beneficiary Data** (Information related to the demographics and income)
- **Compliance and Cross-Cutting Requirements** (Updates on environmental features, compliance with fair housing laws and civil rights requirements)
- **Narrative Discussion and Problem Resolution** (Update to any challenges encountered such as construction delays and public comment, as applicable)
- **Action Plan Amendment** (if any, regarding project changes)

Other Requirements

- **Build America, Buy America** (BABA)
- **Davis Bacon and Related Acts** (DBRA) **Compliance** (Wage Rates)
- **MBE/WBE, Section 3** (Local Hiring), **Signage, etc.**

Why Select Us

Public Utility Infrastructure is what we specialize in

- We've designed over 20 storage tanks in SW FL
- Over 20 new or refurbished booster pump stations

Quality Awareness

- All projects go through a QA/QC & Constructability review prior to each design stage submittal

Procurement

- Tetra Tech & Angie Brewer & Associates provide technical and funding compliance assistance to all of our clients
  - Incorporation of supplemental conditions
  - Prevailing Wage Rates
  - Addressing technical questions, etc.

Implementation & Compliance

- Tetra Tech & Angie Brewer & Associates provide construction management, oversight and compliance documentation (Davis Bacon interviews, AIS/BABA certifications, etc.) throughout construction



TETRA TECH

- Proven Experience
- #1 Water Treatment (ENR)
- Exceptional Depth of Expertise
- Local and Trusted Team


DANGER
HIGH VOLTA
DANGER
HIGH VOLTAGE
Thank
You

STAFF QUALIFICATIONS



ERIC FEY

Senior Project Manager

Background

- Graduated from Valparaiso in 2002 (Civil Engineering)
- Worked in Public & Private Sectors in SW FL for over 15 years
  - Civil & Utility Engineering
- Worked for Collier County Utilities prior to joining Tetra Tech

Length of Tetra Tech Employment

- 4 years

Expertise

- Civil & Utility Engineering
  - Site Development
  - Stormwater
  - Pump Stations
  - Pipelines

Current **Project Manager** for multiple projects for **Fort Myers Beach**

STAFF QUALIFICATIONS



Danny Nelson

Southwest Florida Operation Manager

- SW FL Native
- Southwest FL Operations Manager
- Over 29 years of experience with Tetra Tech
- Served Fort Myers Beach for 15+ years

Brett Messner

Florida Operations Manager



- BS and MS from UF
- 15 years of experience
- Tetra Tech Florida Operations Manager
- Has managed multi-million dollar projects for Fort Myers Beach



Tyler Wainright

Project Manager

- SW FL Native
- FSU Graduate (2009) - Civil Engineering
- Over 14 years of experience with Tetra Tech
- Current PM on CDBG Funded Moss Marina Booster Station Replacement

STAFF QUALIFICATIONS



Mason Lundquist

Project Engineer

- FCGU Graduate (BS & MS) – Civil Engineering
- 3.5 years of experience
- Has worked on multiple Fort Myers Beach projects, including current Tier 1 Improvements

Paul Clingham

Senior Project Manager



- Over 30 years of experience
- Prior to joining Tetra Tech in 2024, Paul was the Public Works & Capital Improvements Manager for Cape Coral
- Has oversaw $1B in implemented improvements



Sicheng Zhu

Project Engineer

- Graduate of UF (BS) – Environmental Engineering, FGCU (MS) – Engineering)
- Over 6 years of experience with Tetra Tech
- Specializes in pipelines, storage, pump design, and hydraulic modeling

STAFF QUALIFICATIONS



JASON SEIGNORET

Electrical Engineer

- Graduate of UCF (BS) – Environmental Engineering
- Over 17 years of experience with Tetra Tech
- Currently working on the Moss Marina Booster Station interim improvement

MARK BREWER

Funding Subject Matter Expert



- Over 30 years of experience
- Specialized funding experience including CDBG and HUD administration



BRIANNA SMITH

Public Involvement Subject Matter Expert

- Over 10 years of experience with Cella Molnar and Associates (CMA)
- Specialized utility public involvement experience, including multiple projects for Fort Myers Beach

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-240**

1. **Request:**

Meeting Date: February 2, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING MAULDIN & JENKINS AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSE RECEIVED TO RFP-26-04-FN FOR FINANCIAL AUDITING SERVICES; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE TOP RANKED FIRM MAULDIN & JENKINS; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Florida State Statute § 218.39 (1) requires a local government entity to have an annual financial audit of its accounts and records completed within 9 months after the end of its fiscal year by an independent certified public accountant retained by it and paid from its public funds.

What the action accomplishes:

This action authorizes the Town Manager or designee to negotiate a contract with the top-ranked audit firm.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Amy Baker, Town Clerk, Joe Onzick, Finance Director

5. **Background:**

Pursuant to Sec. 2-480(i)(7) and Sec. 2-480(i)(8) of the Town's Code of Ordinances for goods and/or services, which are not subject to the Consultant's Competitive Negotiation Act and for which uniform detailed specifications cannot be provided
The Town solicited this project under RFP-26-04-FN in December 2025, with responses due January 7, 2026. The Town received proposals from Carr, Riggs & Ingram LLC, Citrin Cooperman, Mauldin & Jenkins LLC, Hill Barth & King LLC and Grau & Associates.

In accordance with the Town of Fort Myers Beach Purchasing Ordinance 24-11, Sec. 2-480 (6), the Selection Advisory Committee (SAC) consisting of a minimum of three members, may be established for the purpose of evaluating bids submitted to the Town. All members of the SAC are prohibited from speaking, answering questions or having contact with any potential bidder. The SAC will review the bid and response materials prior to the SAC meeting. The committee evaluates each firm's qualifications based on past experience, express understanding of the project and proposed method of handling the project and any other criteria included for evaluation.

The Town's SAC, consisting of Vice Mayor Safford and members of the Town's Audit Committee, was established for the purpose of evaluating the Request for Proposals received by the Town, and met on January 16, 2026 to evaluate each firm's proposal. At the noticed public meeting, the firms were publicly evaluated based upon the established criteria within the Request for Proposals. The SAC ranked the top three firms as 1. Mauldin & Jenkins LLC, 2. Citrin Cooperman and 3. Carr, Riggs & Ingram LLC as third.

Attachments:

1. NS 26-021, SAC Rankings for RFP-26-04-FN Financial Auditing Services

2. SAC scoring sheets
3. Proposal - Mauldin & Jenkins LLC
4. Citrin Cooperman combined
5. Carr Riggs Ingram combined
6. RFP 26-04-FN Financial Services Final

Financial Impact:

	Mauldin & Jenkins	Citrin Cooperman & Company, LLP	Carr, Riggs & Ingram, L.L.C.
Year 1	59,300	71,000	79,000
Year 2	60,950	74,000	81,500
Year 3	62,600	78,000	84,000
Three Year Total	182,850	223,000	244,500

6. **Alternative Action**
Reject all proposals and re-solicit

7. **Management Recommendations:**
Management recommends the town manager or designee be authorized to negotiate a contract for annual audit services with the selection advisory committee's top-ranked firm Mauldin Jenkin's.

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 1/16/2026
Joe Onzick, Finance Director	Approved - 1/16/2026
nancy stuparich, Town Attorney	Approved - 1/22/2026
Amy Baker, Town Clerk	Approved - 1/23/2026
William McKannay, Town Manager	Final Approval - 1/23/2026

RESOLUTION NUMBER 26-021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING MAULDIN & JENKINS AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSE RECEIVED TO RFP-26-04-FN FOR FINANCIAL AUDITING SERVICES; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE TOP RANKED FIRM MAULDIN & JENKINS; 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, pursuant to a competitive procurement process in compliance with state law and Town Code, RFP-26-04-FN entitled "Financial Auditing Services" was solicited in December of 2025; and

WHEREAS, the Town solicited this project under RFP-26-04-FN, with responses due January 7, 2026 and the Town receiving five responses from Carr, Riggs & Ingram, Citrin Cooperman, Grau, Hill, Barth & King and Mauldin & Jenkins; and

WHEREAS, the Town's Selection Advisory Committee, consisting of the Vice Mayor and members of the Audit Committee, was established for the purpose of evaluating the proposals received by the Town and met on the 16th day of January 2026 to evaluate each firm's qualifications; and

WHEREAS, the firms were evaluated based upon the established criteria within the Request for Proposal document in which the Selection Advisory Committee ranked the top three responsive and qualified firms as: 1) Mauldin & Jenkins LLC; 2) Citrin Cooperman; and 3) Carr, Riggs & Ingram LLC, and made a recommendation to the Town Manager to accept the ranking of the firms as most responsive and qualified; and

WHEREAS, this recommendation has now been forwarded to the Town Council by the Town Manager for consideration during a regularly scheduled meeting following the Town's procurement procedures; and

WHEREAS, the Town Council is requested accept the Town Manager's recommendation on the ranking and determination of the firms as responsive and qualified, and direct the Town Manager to initiate negotiations with the top ranked firm.

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

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

Section 2. The Town Council has reviewed the proposals of the firms based on the criteria in the bid and recommendation of the Town Manager, and finds Mauldin & Jenkins as the most responsive and qualified firm as ranked and recommended by the Town Manager and Selection Advisory committee based on the response received to RFP-26-04-FN for financial auditing services. The Town Council further finds the Citrine Cooperman and Carr, Riggs & Ingram responsive and qualified and ranks these firms second and third respectively.

Section 3. The Town Manager, or his designee, is authorized to initiate negotiations with Mauldin & Jenkins and seek Town Council approval of the final agreement.

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

Dan Allers, Mayor	___
Jim Atterholt, Vice Mayor	___
John R. King, Council Member	___
Scott Safford, Council Member	___
VACANT, Council Member	___

ADOPTED this ____ day _____ 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of _____ 2026.

Scott Safford

	Carr, Riggs & Ingram	Citrin Cooperman	Grau	Hill, Barth & King	Mauldin & Jenkins
The audit firm is independent and licensed to practice in Florida?	Y	Y	Y	X	Y
The audit firm has experience with comparable government entities in the State of Florida within the past 5 years?	Y	Y	Y	N/A	Y
The audit firm's professional peronnel have received adequate continuing professional education within the preceding two years?	Y	Y	Y	Y	Y
The firm has no conflict of interest with regard to any other work performed by the firm for the Town?	Y	Y	Y	Y	Y
The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.	Y	Y	Y	Y	Y
The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal?	Y	Y	Y	Y	Y

Evaluator: Scott Safford

Expertise & Experience Maximum 20 points	Carr, Riggs & Ingram	Citrin Cooperman	Grau	Hill, Barth & King	Mauldin & Jenkins
	Expertise & Experience Maximum 20 points				
1. The firm's past experience and performance on comparable government engagements. 2. The quality of the firm's professional peronnel to be assigned to the engargement and the quality of the firm's management support personnel to be available for technical consulation.	20	20	20	15	20
	Audit Approach (Maximum 40 points)				
1. Adequacy of proposed staffing plan for various segments of the egagement. 2. Adequacy of smapling techniques and anaytical procudures.	40	40	40	40	40
	Price (Maximum 40 points)				
	COST WILL NOT BE THE PRIMARY FACTOR IN SELECTION OF AN AUDIT FIRM				
Price	35	38	30	20	40
Totals:	95 0	98 0	90 0	75 0	100 0

Deborah Dutton

	Carr, Riggs & Ingram (2)	Citrin Cooperman (4)	Grau (3)	Hill, Barth & King (5)	Mauldin & Jenkins (1)
The audit firm is independent and licensed to practice in Florida?	✓	✓	✓	✓	✓
The audit firm has experience with comparable government entities in the State of Florida within the past 5 years?	✓	✓	✓	✓	✓
The audit firm's professional peronnel have received adequate continuing professional education within the preceding two years?	✓	✓	✓	✓	✓
The firm has no conflict of interest with regard to any other work performed by the firm for the Town?	✓	✓	✓	Consultations in prior years	✓
The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.	✓	✓	✓	✓	✓
The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal?	✓ 40	✓ 40	✓ 40	✓ 10	✓ 40
Price	30	30	30	30	30
Expertise + experience	30	30	30	30	40
audit approach					

Carr, Riggs & Ingram 535
Citrin Cooperman 648
Grau 609
Hill, Barth & King 366
Mauldin & Jenkins 593

Evaluator: Marianne

Expertise & Experience Maximum 20 points	Carr, Riggs & Ingram	Citrin Cooperman	Grau	Hill, Barth & King	Mauldin & Jenkins
	Expertise & Experience Maximum 20 points				
1. The firm's past experience and performance on comparable government engagements. 2. The quality of the firm's professional peronnel to be assigned to the engargement and the quality of the firm's management support personnel to be available for technical consulation.	10 10 20	10 10 20	8 7 15	10 10 20	10 10 20
	Audit Approach (Maximum 40 points)				
1. Adequacy of proposed staffing plan for various segments of the egagement. 2. Adequacy of smapling techniques and anaytical procudures.	10 Less clear 7 17 34	10 Vague 8 Good IT 18 36	9 8 17 34	10 Better workplan 9 19 38	10 ~~8~~ 9 19 38
	Price (Maximum 40 points)				
	COST WILL NOT BE THE PRIMARY FACTOR IN SELECTION OF AN AUDIT FIRM				
Price	$89,000 91,500 94,000 ~~$274,800~~ 30	$71,000 74,000 78,000 $223,000 30	$78,000 79,000 80,000 $237,000 30	$155,00 159,000 163,000 $477,000 10	$59,300 69,950 62,600 $182,850 40
Totals:	3 0 84	0 86 2	0 79 4	0 68 5	0 98 1

Lots of FL gov't audits

- Good partnership approach
- Gov't experience
- FEMA experience
- Good IT involvement

Evaluator Marianne

STEP 1

MANDATORY ELEMENTS

RFP-26-04-FN

FINANCIAL AUDITING SERVICES

Firms meeting the mandatory criteria will have their proposals evaluated and ranked

The following represent the principal selection criteria which will be considered during the evaluation process.

MARK FIELD WITH AN "X" ONLY IF THE FIRM HAS THE PRINCIPLE SELECTION CRITERIA

	Carr, Riggs & Ingram	Citrin Cooperman	Grau Very Small firm 95%=govt	Hill, Barth & King Top 100 firm Bigger, More Professional office in FM	Mauldin & Jenkins Incumbent since 2019; Most # audits performed
The audit firm is independent and licensed to practice in Florida?	X	X	X	X	X
The audit firm has experience with comparable government entities in the State of Florida within the past 5 years?	X	X	X	X	X
The audit firm's professional peronnel have received adequate continuing professional education within the preceding two years?	X	?	Sorta vague #'s	?	Staff mgmt w/o #'s X
The firm has no conflict of interest with regard to any other work performed by the firm for the Town?	X	X	X	X	X
The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.	X	X			Gave broad examples.
The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal?	X	X	Except Above	EA	

Evaluator: G. BRYAN THOMAS

Expertise & Experience Maximum 20 points	Carr, Riggs & Ingram	Citrin Cooperman	Grau	Hill, Barth & King	Mauldin & Jenkins
	Expertise & Experience Maximum 20 points				
1. The firm's past experience and performance on comparable government engagements. 2. The quality of the firm's professional peronnel to be assigned to the engargement and the quality of the firm's management support personnel to be available for technical consulation.	19	18	17	16	19
	Audit Approach (Maximum 40 points)				
1. Adequacy of proposed staffing plan for various segments of the egagement. 2. Adequacy of smapling techniques and anaytical procudures.	37	33	31	34	36
	Price (Maximum 40 points)				
	COST WILL NOT BE THE PRIMARY FACTOR IN SELECTION OF AN AUDIT FIRM				
Price	27	33	31	15	40
Totals:	83 0	84 0	79 0	65 0	95 0

	Carr, Riggs & Ingram	Citrin Cooperman	Grau	Hill, Barth & King	Mauldin & Jenkins
The audit firm is independent and licensed to practice in Florida?	X	X	X	X	X
The audit firm has experience with comparable government entities in the State of Florida within the past 5 years?	X	X	X	X	X
The audit firm's professional peronnel have received adequate continuing professional education within the preceding two years?	X	X	X	X	X
The firm has no conflict of interest with regard to any other work performed by the firm for the Town?	X	X	X	X	X
The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.	X	X	X	X	X
The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal?	X	X	X	X	X

Evaluator: SANDBERG

Expertise & Experience Maximum 20 points	Carr, Riggs & Ingram	Citrin Cooperman	Grau	Hill, Barth & King	Mauldin & Jenkins
	Expertise & Experience Maximum 20 points				
1. The firm's past experience and performance on comparable government engagements. 2. The quality of the firm's professional peronnel to be assigned to the engargement and the quality of the firm's management support personnel to be available for technical consulation.	20	20	20	10	20
	Audit Approach (Maximum 40 points)				
1. Adequacy of proposed staffing plan for various segments of the egagement. 2. Adequacy of smapling techniques and anaytical procudures.	40	40	40	30	40
	Price (Maximum 40 points)				
	COST WILL NOT BE THE PRIMARY FACTOR IN SELECTION OF AN AUDIT FIRM				
Price	20	30	25	10	40
Totals:	80	90	85	50	100

	Carr, Riggs & Ingram	Citrin Cooperman	Grau	Hill, Barth & King	Mauldin & Jenkins
The audit firm is independent and licensed to practice in Florida?	X	X	X	X	X
The audit firm has experience with comparable government entities in the State of Florida within the past 5 years?	X	X	X		X
The audit firm's professional peronnel have received adequate continuing professional education within the preceding two years?	X	X	X		X
The firm has no conflict of interest with regard to any other work performed by the firm for the Town?	X	X	X		X
The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.	X	X	X		X
The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal?	X	X	X	X	X

Evaluator: LESON

Expertise & Experience Maximum 20 points	Carr, Riggs & Ing	Citrin Cooperma	Grau	Hill, Barth & Kin	Mauldin & Jenkins
	20	20	16	5	20
	Expertise & Experience Maximum 20 points				
1. The firm's past experience and performance on comparable government engagements. 2. The quality of the firm's professional peronnel to be assigned to the engargement and the quality of the firm's management support personnel to be available for technical consulation.	40	40	30	20	40
	Audit Approach (Maximum 40 points)				
1. Adequacy of proposed staffing plan for various segments of the egagement. 2. Adequacy of smapling techniques and anaytical procedures.	40	40	40	25	40
	Price (Maximum 40 points)				
	COST WILL NOT BE THE PRIMARY FACTOR IN SELECTION OF AN AUDIT FIRM				
Price	314	323	237	477	181
Totals:	100	100	86	50	100

RFP-26-04-FN

FINANCIAL AUDITING SERVICES

Firms meeting the mandatory criteria will have their proposals evaluated and ranked

The following represent the principal selection criteria which will be considered during the eva process.

LESON

MARK FIELD WITH AN "X" ONLY IF THE FIRM HAS THE PRINCIPLE SELE CRITERIA

	Carr, Riggs & In	Citrin Cooperma	Grau	Hill, Barth & Ki	Mauldin & Jenkins
The audit firm is independent and licensed to practice in Florida?	X	X	X		X
The audit firm has experience with comparable government entities in the State of Florida within the past 5 years?	X	X	X		X
The audit firm's professional peronnel have received adequate continuing professional education within the preceding two years?	X	X	X		X
The firm has no conflict of interest with regard to any other work performed by the firm for the Town?	X	X	X		X
The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.	X	X	X		X
The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal?	X	X	X		X

MAULDIN & JENKINS
mjcpa.com
1401 Manatee Avenue West, Suite 1200
Bradenton, FL 34205



Town of Fort Myers Beach

RFP No. 26-04-FN
Proposal to Provide Financial Auditing Services
To the Town of Fort Myers Beach, Florida
Fiscal Years September 30, 2025 - 2027

Mauldin & Jenkins, LLC Certified Public Accountants
Contact Person: Wade P. Sansbury, CPA, Partner
Phone: 941-747-4483
Fax: 941-747-6035
Email: wsansbury@mjcpa.com
January 7, 2026 | 2:00 PM

ELECTRONIC SUBMISSION

Going Further.

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Letter of Transmittal

January 7, 2026

Town Clerks Office
Town of Fort Myers Beach
6231 Estero Blvd
Fort Myers Beach, Florida 33931

Ladies and Gentlemen:

We appreciate the opportunity to propose on providing audit services to the Town of Fort Myers Beach, Florida (the "Town"), and we are pleased to submit a qualifications package including a separate cost package to provide annual financial and compliance auditing services for the Town as indicated in the Town's Request for Proposal (RFP). The contract for such audit services will be for the fiscal years ending September 30, 2025 through 2027.

We have read the RFP and fully understand its intent and contents. We understand the timeframe for performance of the annual financial audits as stipulated by the Town and agree to provide the services described in the proposal. We will conduct preliminary and final fieldwork and will work with the Town as closely as possible to issue all of the deliverables ahead of the Town's deadline. Our Firm is, and all significant personnel listed within this proposal are, licensed to practice in the State of Florida and are qualified to provide all services requested by the Town. We are a southeastern regional firm with Florida offices in Bradenton and Sarasota. Our Firm has over 580 employees and our Bradenton office location has approximately 50 employees available to serve the Town.

Mauldin & Jenkins is committed to client service and to building relationships with our clients, obtaining a thorough understanding of our client's organization and needs, working with clients as trusted advisors, and delivering a high-quality final product on time. We have been in continuous operation for over 100 years and believe that we are the best qualified to serve the Town due to the following:

- **Governmental Experience**: Our Firm has made the governmental sector a primary industry focus. We have served the audit and compliance needs of numerous governmental entities over the years and remain committed to serving this sector. We provide the following statistics related to our governmental practice:
  - **Almost 750 governmental entities** served in the Southeast on an annual basis, which includes **over 190 municipalities**.
  - **180+ full-time equivalent professionals** with current governmental accounting experience.
  - We serve **175 entities** who receive the **GFOA Certificate of Achievement for Excellence in Financial Reporting** on an annual basis.
  - We serve as the plan auditor for approximately **30 single employer defined benefit pension plans** in Florida, and currently audit in excess of $2.8 billion in Florida pension assets.
  - We serve over **300 entities** requiring **federal/state Single Audits** annually.
- **Experience with Notable Municipalities in the Southeast**: We are the current auditor of some of the most notable and recognized municipalities in the Southeast. These clients include Cape Coral, Naples, and Winter Haven, Florida; Atlanta and Savannah, Georgia.
- **Experienced Personnel**: The personnel included in this proposal for your engagement have numerous years of professional experience in the governmental sector and are dedicated to serving this industry. We make every effort to retain experienced and qualified staff which will assist in providing staff continuity. The quality of the proposed engagement team is the clearest evidence of our commitment to serve you.

- **Responsiveness and Large Firm Resources with Small Firm Sensitivity**: We pride ourselves in responding to the needs of our clients; not only the ability to meet deadlines, but also to respond to other requests. Our ability to be responsive is enhanced by the open communications and good working relationship we have with our clients. Our resources provide for the flexibility to meet your needs and to perform our services in an efficient and effective manner.
- **Information Technology Services**: We are proud to be one of the few firms in the Southeast to utilize Artificial Intelligence tools as part of our audit process. We also use a web-based file transfer software called Suralink. These tools provide for a more effective and efficient audit. We also have resources to address the evolving cybersecurity threats to your government by having Certified Information Systems Auditors ("CISA") on staff and who are certified by the American Institute of CPAs ("AICPA") to provide cybersecurity advisory services and the newly created cybersecurity assessment.
- **Education**: Presently, Mauldin & Jenkins clients have the opportunity to register and receive a minimum of **sixteen hours** of **complimentary** continuing education on an annual basis. We take our experience in serving governments, and choose timely and relevant topics to provide ongoing education to our clients. We believe education and training to be a key element of serving our governmental clientele. These classes are taught by Mauldin & Jenkins professionals, who also spend time each year teaching at various National and State Governmental Conferences.
- **Nationally Recognized**: Mauldin & Jenkins is consistently ranked in the Top 100 by various publications as one of the largest certified public accounting firms in the country. We are a regional firm, but the Firm's influence is shared nationally. Our partners have volunteered to serve: as the American Institute of CPA's (AICPA's) sole representative to Government Accounting Standards Advisory Council (GASAC); the 2015 Chairman of the Board of the AICPA; and a board member of the International Federation of Accountants (IFAC) in 2016. **In January 2020, our own Joel Black accepted the opportunity to serve as the Chairman of the Governmental Accounting Standards Board (GASB)**. Mauldin & Jenkins is a leader nationally.

We realize the difficulty in selecting an audit firm. By selecting Mauldin & Jenkins, you will be provided excellent client service and operational best practices stemming from our service to hundreds of governmental entities. We understand the work requested and are committed to meeting your needs. Thank you very much for considering our Firm and allowing us to present our proposal. This proposal represents a firm and irrevocable offer for 120 days from the date of the proposal. As a partner of Mauldin & Jenkins, Wade P. Sansbury is authorized to bind and make representations for the Firm. Wade will be the ultimate party responsible for the quality of the report and working papers. Wade is out of our Bradenton, Florida office. All terms and conditions of the RFP are understood and acknowledged by the undersigned.

Sincerely,
MAULDIN & JENKINS, LLC

Wade P. Sansbury, CPA, Partner
wsansbury@mjcpa.com
1401 Manatee Avenue West, Suite 1200
Bradenton, Florida 34205
Fed Tax ID: 58-0692043
941-741-2255 (direct)
941-747-6035 (fax)

Independence

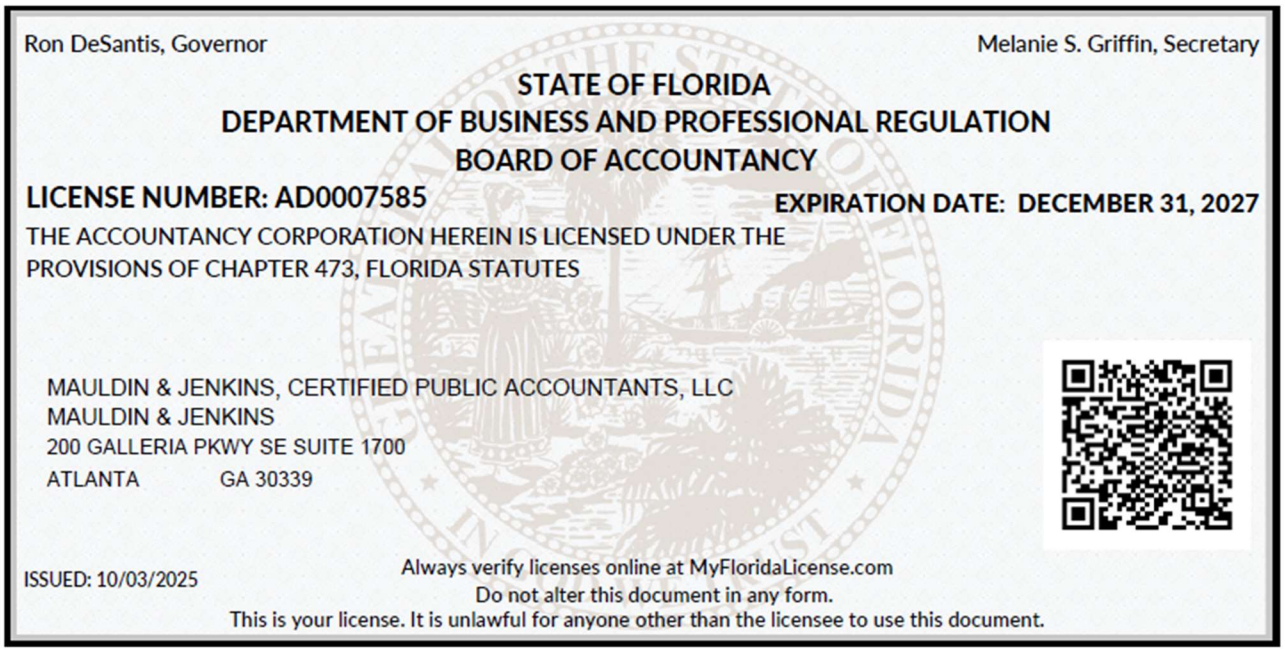
We hereby affirm that Mauldin & Jenkins, LLC is independent with respect to the Town and any component units. We meet the independence standards of Generally Accepted Auditing Standards and the U.S. Government Accountability Office's *Government Auditing Standards* (2018 Yellow Book). We also affirm our intention to maintain this independence under the 2024 version of the *Government Auditing Standards after December 15, 2025*. We are also independent with respect to the Town within the meaning of Rule 101 of the Code of Professional Ethics of the American Institute of Certified Public Accountants and the applicable published rules and interpretation thereunder.

We will conduct our audits objectively and will report findings, opinions and conclusions objectively. As noted above, we are free from personal and external impairments to independence, are organizationally independent and will maintain an independent attitude so that opinions, conclusions, judgements, and recommendations are impartial and will be viewed as impartial by knowledgeable parties. There are no situations that might lead others to question our independence. As such, we have no conflicts of interest with regard to the Town and have no items which would hinder us from performing your annual audit. Additionally, we will give the Town written notice of any professional relationships entered into during the period of this agreement.

Over the past five years, our firm has served the Town as its independent auditor and has not had any other professional relationship with the Town. As we have maintained our independence, these past services provided do not create a conflict of interest relative to performing future independent audits of the Town.

License to Practice in Florida

Mauldin & Jenkins is licensed to practice public accounting within the State of Florida. Our Firm's Florida license number is AD0007585. Additionally, all assigned key professional staff are properly licensed and registered to practice public accounting within the State of Florida. We have included a copy of the Firm's state licensure below which we have had since the mid-1980s. All other individual licenses are available upon request and can be independently verified at www.myfloridalicense.com.



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AD0007585 — EXPIRATION DATE: DECEMBER 31, 2027

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

MAULDIN & JENKINS, CERTIFIED PUBLIC ACCOUNTANTS, LLC
MAULDIN & JENKINS
200 GALLERIA PKWY SE SUITE 1700
ATLANTA GA 30339

ISSUED: 10/03/2025

Always verify licenses online at MyFloridaLicense.com
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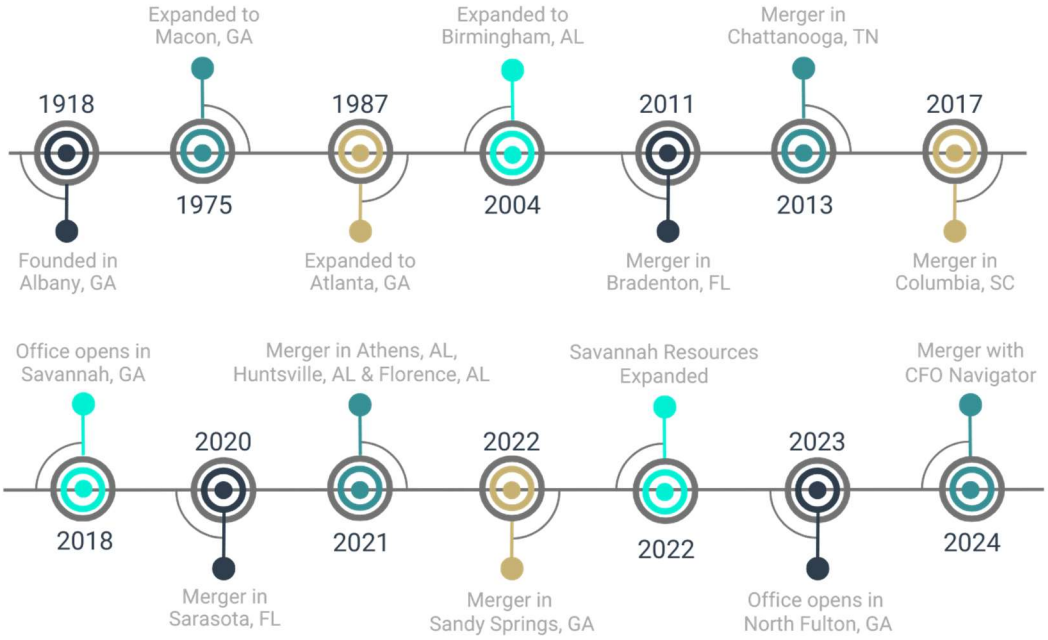
Firm Qualifications and Experience

Organization and Size

Mauldin & Jenkins was formed in 1918 and has been actively engaged in governmental auditing since its inception. We have been operating in Florida since 2011. Mauldin & Jenkins is considered to be one of the Southeast's largest locally owned providers of audit and accounting services and one of the largest certified public accounting firms in the country. Mauldin & Jenkins serves clients throughout the southeastern United States. Mauldin & Jenkins is considered to be a large regional firm.

Mauldin and Jenkins has offices located in Bradenton and Sarasota, Florida; Atlanta, North Fulton, Macon and Savannah, Georgia; Athens, Huntsville and Birmingham, Alabama; Columbia and Greenville, South Carolina; Raleigh, North Carolina, Chattanooga, Tennessee, New Orleans, Baton Rouge, Covington, and Houma, Louisiana, and Houston, Texas. We have a practice structure with the scale to serve governmental clients well due to the efficient allocation of resources in our geographic area.

Firm History and Expansion



We have also effective December 1, 2025 acquired LaPort CPAs and Business Advisors. The addition of this entity adds 178 professionals, including 38 Partners, and five office locations across the South-Central U.S.

Mauldin & Jenkins provides over 165,000 hours of service to governmental entities on an annual basis. The Firm's governmental practice is the largest niche in the Firm representing approximately 30% of the Firm's total practice. However, size and resources alone are not the most meaningful measure of success; in the end, our clients remain the best judges of Mauldin & Jenkins' value. Other key information relative to the size and experience of Mauldin & Jenkins is as follows:

- **670,000** - approximate total hours of service provided annually to clients of the Firm
- **165,000** - approximate total hours of service provided annually to governmental clients
- **54%** - percentage of governmental practice as compared to Firm's attestation practice
- **30%** - percentage of governmental practice as compared to Firm's overall practice

- **740+** - approximate total governmental entities served in past three years
- **750** - total number of Firm personnel
- **175** - total clients served who obtain the GFOA/ASBO Certificates
- **47** - total clients with publicly issued debts in excess of $75 million
- **115+** - total number of Firm partners
- **25** - total number of full-time governmental partners and directors
- **20** - total number of full-time governmental managers
- **180** - total number of professionals with current governmental experience
- **300** - number of federal Single Audits performed by the Firm in 2024 covering approximately $7 billion in federal expenditures (more than any other firm in our geographic service area)

A Century of Service

Mauldin & Jenkins' commitment to government began when our Firm was established in 1918. Since then, we have viewed service to governments as significant to the overall success of the Firm. Today, the governmental sector is an industry that has been specifically identified for our continued growth in professional services. Accordingly, all professionals, from entry-level accountants to partners (who select the governmental sector as their focus), are trained to understand the issues and meet the needs of state and local governmental entities.

As noted previously, Mauldin & Jenkins employs **45 partners, directors and managers** who dedicate **100%** of their time serving governmental clients. We also have numerous additional professionals with current experience in providing services to governmental entities – many of whom spend their time exclusively on governmental clients. Mauldin & Jenkins' dedicated professionals can bring a comprehensive understanding of the issues that face government entities as well as "bench strength" at all levels, allowing us to respond swiftly and effectively to your evolving needs.



The goal of our governmental practice is to help governments improve their financial processes and strategies so that they can in turn, achieve their goal of improving the lives of their citizens. This shared commitment to the goals of our clients has resulted in a significant government clientele. As noted in our Transmittal Letter, we currently **serve over 750 governments in the Southeast**.

Location of the Office from which the Work is to be Performed

The Bradenton office will be the office providing services to the Town and employs **24 professionals with current experience in providing services to governmental entities, with 15 having active CPA licenses** and who will meet the continuing professional education requirements set forth in the U.S. General Accounting Office *Government Auditing Standards*. In addition to specializing in assurance and consulting services for local governments, the Bradenton office also provides assurance and consulting services for nonprofit and financial institution organizations, as well as tax and advisory services for individuals and business. A further profile of the Bradenton office and the Firm's **professional** staff as a whole is as follows:

Profesional Staff by Level	Bradenton	Firm-Wide
Partners	8	123
Directors / Managers	13	232
Senior Associates	11	186
Associates	15	207
Total	47	748

Past Experience of the Firm

Perhaps the greatest indicator of our reliability as a professional service provider to state and local governments is our list of governmental clients. The following governmental client listings are provided to demonstrate Mauldin & Jenkins' vast experience serving the governmental sector, and these listings are broken down by type of governmental unit, and the respective listings represents clients we have served in the past five years (and not over a lifetime).

Cities. Cities we have served within the past five years are as follows. Please also note that over the past five years we have also provided separate audits for numerous CRA entities as required by the State of Florida.

Florida:

1) Apopka
2) Atlantis
3) Callaway
4) Cape Coral
5) Clewiston
6) Crystal River
7) Destin
8) Gulf Stream
9) Fernandina Beach
10) Fruitland Park
11) Ft. Myers Beach
12) Haines City
13) Inverness
14) Islamorada
15) Juno Beach
16) Jupiter Inlet Colony
17) Jupiter Island
18) LaBelle
19) Lake Placid
20) Longboat Key
21) Marathon
22) Marco Island
23) Naples
24) New Port Richey
25) North Port
26) Palm Coast
27) Palmetto
28) Plant City
29) St. Augustine
30) Tarpon Springs
31) Tequesta
32) Wildwood
33) Winter Haven

Georgia:

34) Albany
35) Alpharetta
36) Americus
37) Ashburn
38) Atlanta
39) Austell
40) Avondale Estates
41) Bainbridge
42) Baldwin
43) Ball Ground
44) Barnesville
45) Bloomingdale
46) Brookhaven
47) Brunswick
48) Butler
49) Byron
50) Cartersville
51) Cedartown
52) Centerville
53) Chamblee
54) Chattahoochee Hills
55) Clarkston
56) College Park
57) Colquitt
58) Conyers
59) Cordele
60) Covington
61) Dacula
62) Dalton
63) Decatur
64) Doraville
65) Douglasville
66) Duluth
67) Dunwoody
68) Fairburn
69) Fayetteville
70) Flovilla
71) Forest Park
72) Forsyth
73) Garden City
74) Grovetown
75) Griffin
76) Hapeville
77) Hinesville
78) Holly Springs
79) Jefferson
80) Jeffersonville
81) Johns Creek
82) Kennesaw
83) Kingsland
84) LaGrange
85) Lake Park
86) Lawrenceville
87) Leesburg
88) Lilburn
89) Lone Oak
90) Lyons
91) Manchester
92) Mansfield
93) Milledgeville
94) Milner
95) Milton
96) Monroe
97) Morrow
98) Nashville
99) Newton
100) Norcross
101) Oxford
102) Palmetto
103) Peachtree City
104) Peachtree Corners
105) Pearson
106) Perry
107) Pooler
108) Powder Springs
109) Port Wentworth
110) Richmond Hill
111) Riverdale
112) Rockmart
113) Rome
114) Roswell
115) Sandy Springs
116) Savannah
117) Sharpsburg
118) Social Circle
119) South Fulton
120) St. Marys
121) Stockbridge
122) Stonecrest
123) Suwanee
124) Temple
125) Thunderbolt
126) Tifton
127) Toccoa
128) Tucker
129) Turin
130) Tybee Island
131) Union City
132) Valdosta
133) Villa Rica
134) Waycross
135) West Point
136) Willacoochee

Alabama/Mississippi:

137) Athens, AL
138) Huntsville, AL
139) Tuscaloosa, AL
140) Gulfport, MS
141) Meridian, MS
142) Prattville, AL
143) Sheffield, AL

North Carolina:

144) Black Mountain
145) Garner
146) Hendersonville
147) Jacksonville
148) Rocky Mount
149) Selma
150) Zebulon
151) Wilkesboro

South Carolina:

152) Aiken
153) Beaufort
154) Cayce
155) Chapin
156) Charleston
157) Clemson
158) Clinton
159) Clover
160) Hanahan
161) Hardeeville
162) Hemingway
163) Hilton Head Island
164) Hollywood
165) Georgetown
166) Goose Creek
167) Greenwood
168) Johnsonville
169) Kiawah Island
170) Mount Pleasant
171) North Augusta
172) North Charleston
173) Orangeburg
174) Pamplico
175) Rock Hill
176) Seabrook Island
177) Seneca
178) Summerville
179) Winnsboro

Tennessee:

180) Bristol
181) Clarksville
182) Jamestown
183) Jackson
184) Lebanon
185) Morristown
186) Spring Hill

Certificates of Achievement and Excellence in Financial Reporting

Mauldin & Jenkins has served **over 740 governments** in the past several years, and over **170** governmental units who obtain the GFOA's Certificate of Achievement for Excellence in Financial Reporting (and/or the ASBO's Certificate of Excellence in Financial Reporting). We ***have never failed to obtain the Certificate!*** Every Annual Comprehensive Financial Report submitted has received the award. The following are our current clients:

Counties:

1) Aiken
2) Athens-Clarke
3) Augusta-Richmond
4) Barrow
5) Beaufort, SC
6) Buncombe, NC
7) Butts
8) Camden
9) Cartersville
10) Chatham
11) Clayton
12) Colleton, SC
13) Columbus-Muscogee
14) Dekalb
15) Douglas
16) Edgefield, SC
17) Florence, SC
18) Floyd
19) Forsyth
20) Glynn
21) Greenville, SC
22) Gwinnett
23) Halifax, NC
24) Hamilton, TN
25) Henry
26) Horry, SC
27) Jackson
28) Lancaster, SC
29) Liberty
30) Macon-Bibb
31) Morgan
32) Moore, NC
33) Newton
34) Oconee, SC
35) Orange, NC
36) Paulding
37) Richland, SC
38) Rockdale
39) Spalding
40) Wake, NC
41) Walton
42) Whitfield

Cities:

43) Aiken, SC
44) Albany
45) Alpharetta
46) Americus
47) Apopka, FL
48) Austell
49) Ball Ground
50) Beaufort, SC
51) Black Mountain, NC
52) Bluffton, SC
53) Bristol, TN
54) Brookhaven
55) Brunswick
56) Callaway, FL
57) Cape Coral
58) Cartersville
59) Cayce, SC
60) Chamblee
61) Charleston, SC
62) Chapin, SC
63) Clarksville, TN
64) Clemson, SC
65) College Park
66) Conyers
67) Cooper City, FL
68) Covington
69) Decatur
70) Douglasville
71) Dunwoody
72) Fayetteville
73) Fairburn
74) Forest Park
75) Forsyth
76) Garden City
77) Garner, NC
78) Griffin
79) Gulfport, MS
80) Haines City, FL
81) Hallandale Bch, FL
82) Hapeville
83) Hardeeville, SC
84) Hendersonville, NC
85) Hinesville
86) Holly Springs
87) Huntsville, AL
88) Jacksonville, NC
89) John's Creek
90) Juno Beach, FL
91) Kennesaw
92) Kiawah Island
93) Kingsland
94) Marco Island, FL
95) Lagrange
96) Lawrenceville
97) Longboat Key, FL
98) Milledgeville
99) Milton
100) Monroe
101) Morristown, TN
102) Morrow
103) Mount Pleasant, SC
104) Naples, FL
105) N. Augusta, SC
106) N. Charleston, SC
107) North Port, FL
108) Palmetto, FL
109) Peachtree City
110) Perry
111) Plant City, FL
112) Pooler
113) Port Wentworth
114) Powder Springs
115) Prattville
116) Richmond Hill
117) Riverdale
118) Rockhill
119) Rockmart
120) Rocky Mount, NC
121) Rome
122) Roswell
123) St. Augustine
124) St. Marys
125) Sandy Springs
126) Savannah
127) Social Circle
128) Stockbridge
129) Suwanee
130) Thunderbolt
131) Tarpon Springs, FL
132) Thomasville
133) Tuscaloosa, AL
134) Union City
135) Valdosta
136) Villa Rica
137) Winter Haven
138) Zebulon, NC

Boards of Education:

139) Atlanta Public Schools
140) Beaufort County Schools
141) Bibb County Schools
142) Cartersville City Schools
143) Cobb County Schools
144) Fayette County Schools
145) Fulton County Schools
146) Gwinnett County Schools
147) Horry County Schools
148) Lee County School District
149) Marietta City Schools
150) Richland Co. School D1
151) Savannah-Chatham Scs

State Governmental Entities:

152) Ga. Environ. Fin. Auth.
153) Ga. Ports Authority

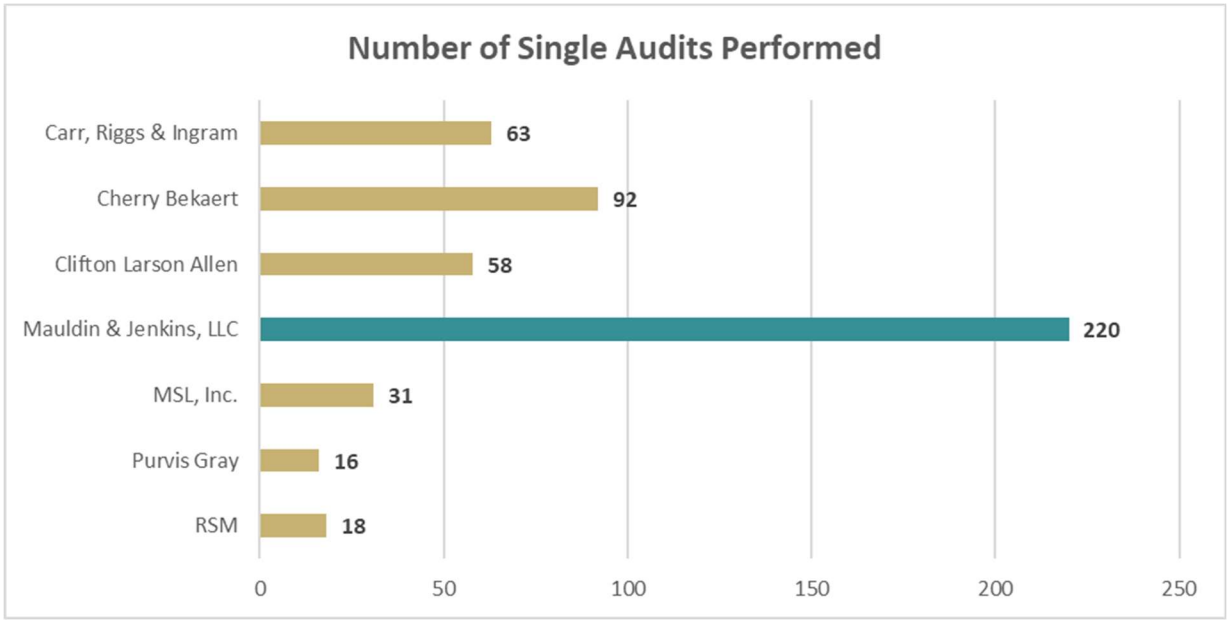
Other Governmental Entities:

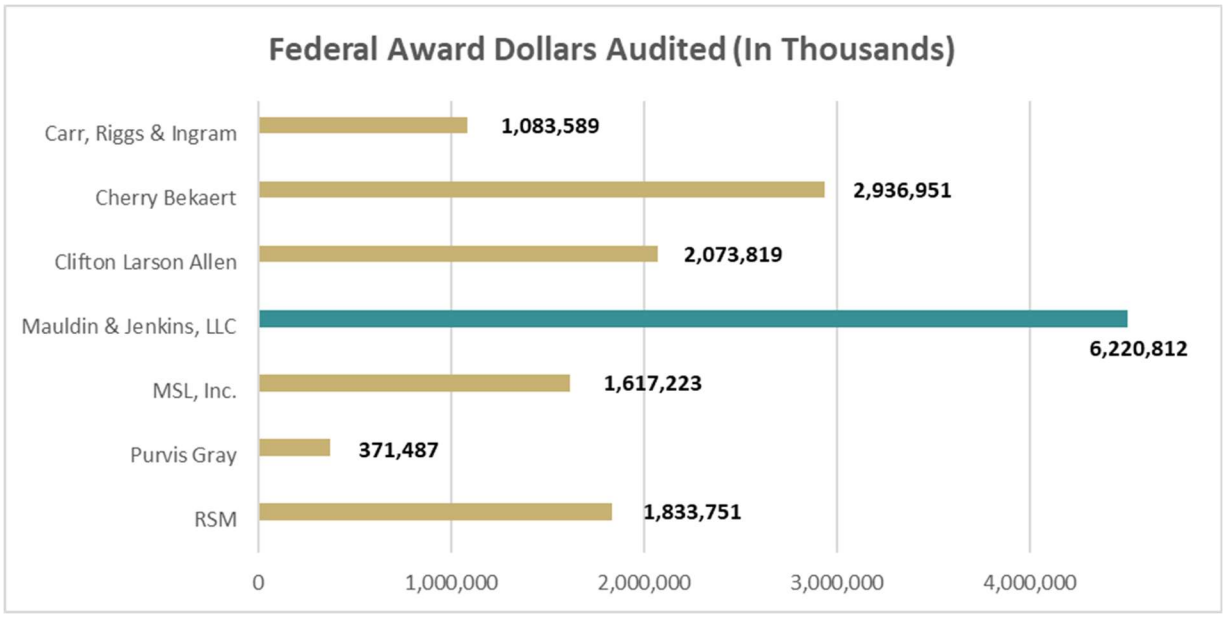
154) Beaufort Jasper Water & Sewer Authority
155) Cape Fear Public Utility Authority
156) Central Savannah River Area Regional Comm.
157) Charleston Water System
158) Clayton County Water Authority
159) Cobb County - Marietta Water Authority
160) Emerald Coast Utilities Authority
161) Greenville Tech College
162) Greenville Water System
163) Greenwood Comm of Public Works
164) Greer Commission of Public Works
165) Henry County Water Authority
166) Lowcountry Regional Transportation Authority
167) Macon Water Authority
168) Mount Pleasant Waterworks
169) N Charleston Sewer District
170) Onslow Water & Sewer Auth
171) Port of Corpus Christi Authority
172) Public Building Authority of Knox Co. & Knoxville
173) South Florida Transportation Authority
174) Tampa Bay Water Authority

Single Audit Experience

Based on data provided by the Federal Audit Clearinghouse (FAC) through March 31, 2024 which is for calendar year 2023, Mauldin & Jenkins audits **220 entities** representing approximately **$6 billion in federal expenditures** for state, local government, and non-profit clients which is the:

- **Highest** among public accounting firms in the Southeast as it relates to the number of Single Audits conducted; and
- **Highest** among public accounting firms in the Southeast as it relates to total expenditures audited under the Single Audit Act.





The above information was summarized from the Federal Audit Clearinghouse for audits with fiscal year-ends in calendar year 2023 as reported through March 31, 2024 for states in which our Firm has offices.

Continuing Education of Partners and Staff

All members (i.e., partners) and staff of Mauldin & Jenkins receive substantial continuing education in audit and accounting – typically over 100 hours of such study per year. As soon as a staff person becomes a key ingredient to any type of niche service such as governmental audit, accounting and consulting, specific continuing education is sought. A good example includes sending our staff with over one year of governmental audit experience to various GFOA and AICPA training for audit, accounting and financial reporting courses.

All partners and staff serving in the governmental sector join together in July each year for the M&J Annual Governmental Conference in which three days' worth of audit, accounting and financial reporting training is provided. Mauldin & Jenkins also provides week long audit efficiency training via Audit Watch every June to all staff persons with less than five years' experience. Further, every July staff persons from various levels of experience are provided with four days of training relative to the conduct of Single Audits and the preparation of Annual Comprehensive Financial Reports (ACFR's).

All staff associated with the annual audit of the Town will exceed all the continuing professional education requirements contained in the Yellow Book throughout the term of the agreement and will have completed the State of Florida required ethics courses.

Quality Control Review (Peer Review)

In the mid-70s, the Private Companies Practice Section (PCPS) was founded by the American Institute of CPAs (AICPA) to establish a voluntary quality assurance program for CPA firms. There are requirements for membership in the section, which include mandatory continuing education for each member of the professional staff and a key element is a tri-annual independent review of a firm's quality control system in its practice of public accounting. Mauldin & Jenkins has been a member of the section from its inception. The peer review aspect has evolved from being voluntary to mandatory and Mauldin & Jenkins is in full compliance with the requirements of having a tri-annual review. In the peer reviewer's latest report dated December 29, 2023, our reviewing firm gave a rating of "pass" which is the highest form of assurance a reviewing firm can render on the system of quality control for our accounting and audit practice.

A copy of our most recent report on external quality control review is provided on the following page. **The quality control review included a review of specific government engagements**. No letter of comment was received as a result of the review. We are quite proud to be one of the few Southeast based firms to have undergone this review and to have received such an excellent opinion from a large reputable national firm. Our public company practice is also reviewed in accordance with CAQ requirements as administered through the Public Company Oversight Board (PCAOB). Also note, that as part of our quality control system, we perform internal peer reviews by office to ensure compliance with these standards during the two-year break period between external peer reviews. Wade Sansbury, Daniel Anderson, Adam Fraley, and Trey Scott have all participated in this process. Additionally, we perform peer reviews for other firms across the country. As such, we have extensive knowledge and experience in this area which helps our Firm maintain sound quality control over our engagements.

PBMares SM
CPAs and Consultants

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

December 29, 2023

To the Shareholders of Mauldin & Jenkins, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and an examination of service organizations (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

PBMares, LLP | 725 Jackson Street, Suite 210 | Fredericksburg, VA 22401 | P 540.371.3566 | F 540.371.3598 | www.PBMares.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Mauldin & Jenkins, LLC has received a peer review rating of *pass*.

PBMares, LLP

PBMares, LLP
Fredericksburg, Virginia

No Litigation, Federal/State Desk Reviews or Disciplinary Action

Mauldin & Jenkins has had no cases brought forth against the Firm over the past three years in which our Firm was a named party. Additionally, Mauldin & Jenkins has not had a federal or state desk review or field review of its audits during the past three years. Mauldin & Jenkins has not had any disciplinary actions taken (nor are any pending) against the Firm during the past three years with any state or federal regulatory bodies or professional organizations. We have a long-standing history of providing excellent services to our clients and have had no prior record of substandard audit work.

As noted above, there is no pending litigation against our Firm that may be of relevance to the fulfillment of a contract between Mauldin & Jenkins and the Town. Additionally, we note no problems that may affect our ability to complete the project as defined in the Town's request for proposal.

Partner, Supervisory, and Staff Qualifications and Experience

Proposed Contract Team

In order to provide the highest quality service in the most cost-efficient manner, Mauldin & Jenkins has formed a client service team which will function as a cohesive unit and would represent a superb assortment of talent and experience for the audit of the Town. As noted previously, the Firm has over 750 professionals within the Firm and approximately 50 individuals in our Bradenton office location. All of which are available to serve the Town during the course of this engagement. The proposed audit unit would be assembled as follows:

Team Member Name	Engagement Performance Role	Years of Experience
Wade Sansbury, CPA	Engagement Lead Partner	30
Adam Fraley, CPA	Engagement Quality Assurance Partner	28
Daniel Anderson, CPA	Engagement Supporting Partner	18
Jameson Miller	IT Consultant	16

The above team dedicated to audit the Town will include (at a minimum): two partners, one full-time manager, and at least two staff professionals. The manager and the staff professionals will be substantially on-site full-time throughout the conduct of their role in the audit (or in a hybrid audit partially on-site and partially working remotely as the Town desires). Other governmental audit professionals will be available to assist throughout the fieldwork and the preparation of the financial reports. The audit partner will correspond with Town management on financial reporting, audit, and related issues on an ongoing basis, and this individual will also be dedicated to serve the Town throughout fieldwork, reporting and conclusion in all respective fiscal years. Mauldin & Jenkins has the depth of resources which allows us to provide you with significant resources of knowledgeable professionals to meet your deadlines.

Principal Engagement Team

Wade Sansbury, CPA
Partner 941-741-2255
Bradenton, Florida wsansbury@mjcpa.com



Wade Sansbury is a partner and a Certified Public Accountant with Mauldin & Jenkins. He is registered and licensed to practice in Florida and Georgia. Wade is a partner who works exclusively in the governmental sector of the Firm's audit practice. Wade has 30 years of experience serving governmental clients similar in nature to the Town. His experience has included serving municipalities, counties, schools and special districts. His experience also includes serving entities with significant utility operations (including water and sewer, gas, refuse, and electric services). Wade will have the overall engagement responsibility for the Town engagement including planning, developing the overall audit approach, supervision of staff, and will be a main contact point for the Town. As the auditor in-charge of the overall audit of the Town, Wade meets the educational requirements under *Government Auditing Standards* and Florida Statutes. Wade's Florida license number is AC45811 and is currently active through December 31, 2027.

Technical Experience

During his career, Wade has served numerous governmental clients on behalf of the Firm. The following is a partial listing of governmental clients served by Wade in the capacity of engagement partner in-charge or quality assurance review partner:

Cities

1) Apopka
2) Arcadia
3) Beaufort
4) Callaway
5) Cape Coral
6) Clewiston
7) Cooper City
8) Covington
9) Crystal River
10) Decatur
11) Destin
12) Fernandina Beach
13) Fort Myers Beach
14) Griffin
15) Haines City
16) Hallandale Beach
17) Islamorada
18) Lake Placid
19) Longboat Key
20) Marco Island
21) Milledgeville
22) Morrow
23) Naples
24) North Port
25) Palmetto
26) Pensacola
27) Pinecrest
28) Plant City
29) Roswell
30) Sandy Springs
31) Social Circle
32) St. Augustine
33) Tarpon Springs
34) Tequesta
35) Union City

Counties

36) Liberty County
37) Henry County
38) Taylor County
39) Rockdale County
40) Sumter County
41) Bibb County
42) Dougherty County
43) Monroe County
44) Stephens County
45) Forsyth County
46) Walton County
47) Moore County, SC
48) Hamilton County, FL
49) Hernando County, FL
50) Union County, FL

Boards of Education

51) Highlands Co. School District
52) Forsyth Co. BOE
53) Gwinnett Co. BOE
54) Henry Co. BOE

Other Governmental Units

55) Tampa Bay Water
56) Hardee Co. Industrial Development Authority
57) Ocean Highway and Port Authority
58) South Florida Regional Transportation Authority
59) Lakeland Area Mass Transit

Professional Associations and Education

- Bachelor of Business Administration in Accounting from Valdosta State University in 1995
- Certified Public Accountant licensed by the States of Florida and Georgia
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)

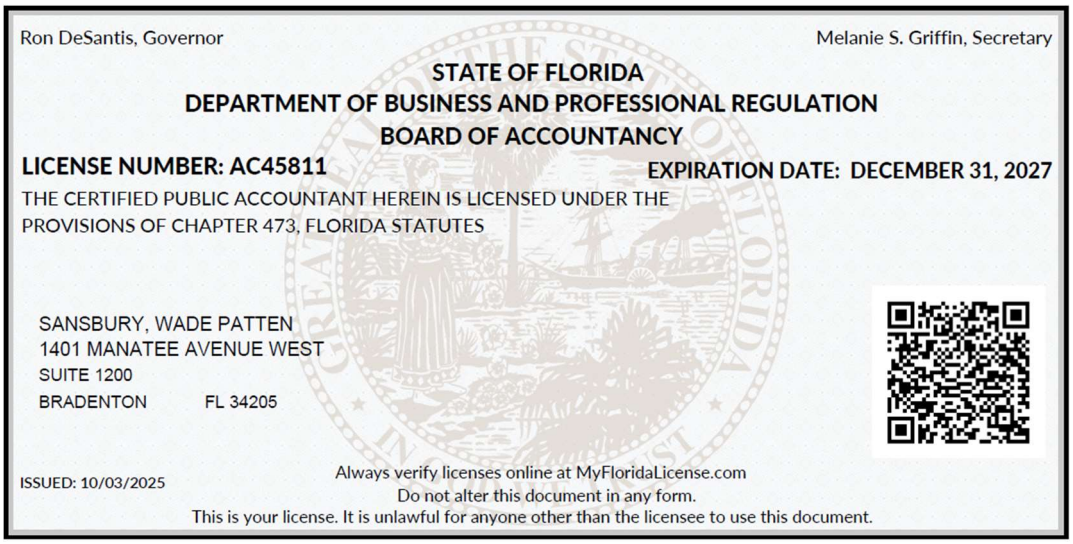
- Member of the Government Finance Officers Association (GFOA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Wade is currently serving as the Firm's Bradenton and Sarasota office managing partner and is the Firm's lead governmental partner in the State of Florida. He is also a past member of the Firm's seven-member Executive Committee, which governs the actions and directions of the Firm. Wade also currently serves on the Bradenton Area EDC Investor Relations Committee and does volunteer work with the Boy Scouts. Wade is also on the Firms Technology Committee which helps to oversee the Firm's usage of technology and the application of that technology in the audit practices. Note that Wade has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program (this includes those clients who have successfully received the certificate on a first-time submission). Wade also has extensive experience with multiple client computer systems and software and is a leader in the Firm for auditing such areas.

Audit Training

Wade annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, the FGFOA conference, AICPA sponsored courses, and various other courses. Wade has additionally volunteered as instructor for various FGFOA Chapter training courses across the state. Listed below are just some of the training courses Wade has attended over the last few years:

- 2025 AICPA Governmental and Not-For-Profit Conference – 12 credit hours
- 2025 M&J Governmental Conference – 10 credit hours
- 2025 Becker Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2025 Becker Ethics: Protecting the Integrity of Georgia CPAs – 1 credit hour
- 2024 M&J Governmental Conference – 14 credit hours
- 2024 AICPA Governmental and Not-For-Profit Conference – 11 credit hours
- 2024 CCH Axcess Engagement Pro and Knowledge Coach Training – 12 credit hours
- 2023 AICPA Single Audit Quality Update – 2.5 credit hours
- 2023 AICPA Performance Audits Under Yellow Book – 4 credit hours
- 2023 AICPA Audits of State and Local Governments Update – 17 credit hours
- 2023 M&J Governmental Conference – Participant and Instructor – 16 credit hours



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC45811 — EXPIRATION DATE: DECEMBER 31, 2027

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

SANSBURY, WADE PATTEN
1401 MANATEE AVENUE WEST
SUITE 1200
BRADENTON FL 34205

ISSUED: 10/03/2025

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Adam Fraley, CPA
Partner 770-955-8600
Atlanta, Georgia afraley@mjcpa.com



Adam Fraley is a partner and a Certified Public Accountant with Mauldin & Jenkins specializing in serving local and state governmental entities. He has over 25 years of experience and is responsible for the Firm-wide governmental practice division of Mauldin & Jenkins serving governmental clients throughout the Southeast. Adam is also a member of the Firm's Executive Committee, which governs the actions and direction of the Firm. Adam would serve the Town as the quality assurance partner.

Adam currently serves on the Firm's Assurance (A&A) Committee, leading the establishment of audit policies of the Firm and answering technical questions for the Firm's governmental partner group as well as other partners. He is also the Firm's Designated Audit Quality Partner (DAQP) for the AICPA's Government Audit Quality Center. He has served as Chairman on the Firm's Partner Advisory Board and Leadership and Career Development Committee, helping provide policy and procedural recommendations to establish and monitor a leadership, educational, and mentoring programs for the development of the Firm's human resources.

Note that Adam has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program (this includes those clients who have successfully received the certificate on a first-time submission).

Technical Experience

Adam serves both large and small governmental units and is involved in serving over 80 such governmental entities covering a wide range of cities, counties and special districts. A detailed listing of these clients served is available upon request.

Professional Associations and Education

- Bachelor of Business Administration in Accounting from Georgia College & State University in 1997
- Certified Public Accountant licensed by the State of Georgia
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Government Finance Officers Association (GFOA)

Adam has been a featured speaker at various governmental conferences and workshops, free CPE provided to our clients, and several internal and external conferences. Adam coordinates the annual Mauldin & Jenkins Governmental Industry Training Conference each year, which provides advanced training to experienced governmental auditors of the Firm. In his role as Chairman of the Firm's Leadership and Career Development Committee (LCDC), he also participates in providing annual instruction at the Mauldin & Jenkins LEAP conference, which introduces younger people to the various practice areas of the Firm, including the governmental practice.

Audit Training

Adam annually exceeds the minimum training requirements and standards. He has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. Listed below are just some of the training courses Adam has attended over the last few years:

- 2025 M&J Governmental Conference
- 2024 M&J Governmental Conference
- 2023 M&J Governmental Conference

Daniel Anderson, CPA
Partner 941-741-2213
Bradenton, Florida danderson@mjcpa.com



Daniel Anderson is a partner and a Certified Public Accountant with Mauldin & Jenkins. He is registered and licensed to practice in the State of Florida. Daniel works exclusively in the governmental sector of the Firm's audit practice. Daniel has approximately 18 years of experience serving governmental clients including audit services for cities, counties, school districts, and other entities. Daniel has significant experience with his client's computer systems. This includes specific experience with remote auditing via web access to client information. Daniel will serve as an additional resource partner for the Town. Daniel's Florida license number is AC42735 and is currently active through December 31, 2027.

Technical Experience

During his career, Daniel has served numerous governmental clients on behalf of the Firm including 19 municipalities. A condensed listing of Florida governmental audit clients served by Daniel is listed below:

Cities

1) Apopka
2) Atlantis
3) Clewiston
4) Crystal River
5) Fernandina Beach
6) Hallandale Beach
7) Islamorada
8) Jupiter Inlet Colony
9) Jupiter Island
10) Lake Placid
11) Longboat Key
12) Marco Island
13) Naples
14) Palmetto
15) Plant City
16) Tarpon Springs
17) Tequesta
18) Wildwood
19) Winter Haven

Other Governmental Units

20) Tampa Bay Water
21) Hardee Co. Industrial Development Authority
22) South Florida Regional Transportation Authority
23) Lakeland Area Mass Transit
24) Captiva Erosion Prevention District
25) Citrus Co. Mosquito Control
26) Englewood Water District

Professional Associations and Education

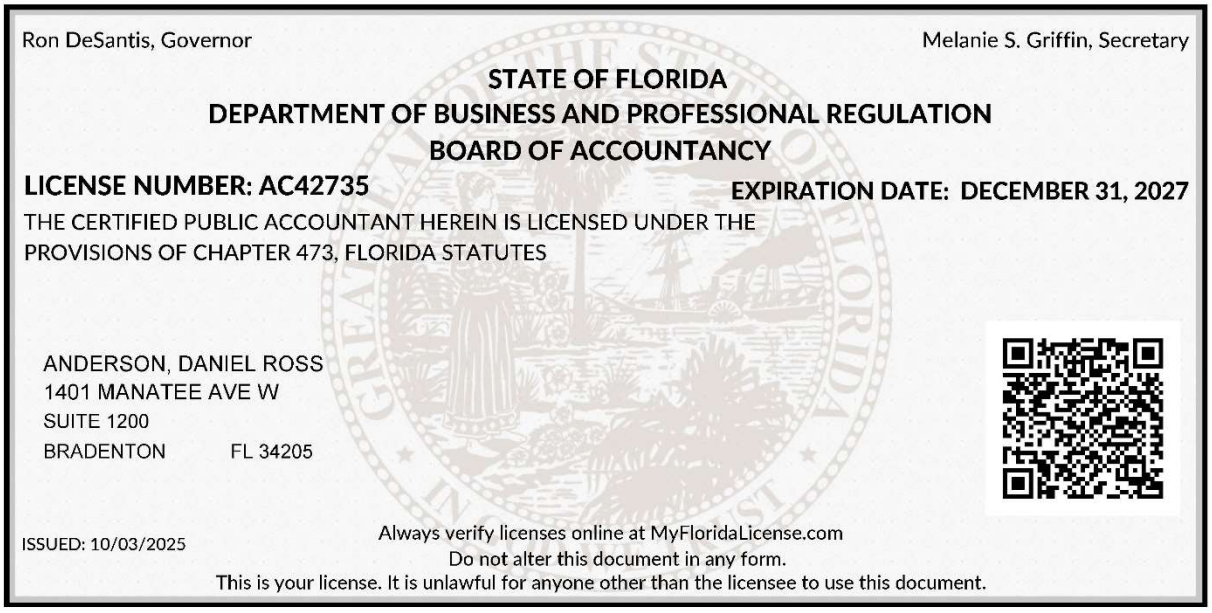
- Bachelor of Science in Accounting from Florida State University in 2008
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the FICPA State & Local Government Committee
- Member of the Florida Government Finance Officers Association (FGFOA)

Note that Daniel has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program (this includes those clients who have successfully received the certificate on a first-time submission).

Audit Training

Daniel annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, the FGFOA conference, AICPA sponsored courses, and various other courses. Additionally, Daniel has served as an instructor at Firm sponsored CPE events, as well as FGFOA events at the state and local level. Daniel is a graduate of the FICPA Emerging Leaders Program (2017) as well the Leadership Manatee Program (2018). Listed below are just some of the training courses Daniel has attended over the last few years:

- 2025 M&J Governmental Conference – Instructor and Participant – 16 credit hours
- 2025 Becker Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2025 Octane Conference – Instructor and Participant – 8 credit hours
- 2025 FGFOA North Florida Chapter – Instructor – 2 credit hours
- 2025 M&J Single Audit Training – Instructor – 16 credit hours
- 2025 M&J Client CPE – 6 credit hours
- 2024 M&J Governmental Conference – Participant and Instructor – 16 credit hours
- 2024 M&J Single Audit Training – Instructor – 16 credit hours
- 2024 M&J Client CPE – Instructor – 2 credit hours
- 2024 Lorman Webinar – GASB 51 – Instructor – 1 credit hour
- 2024 Octane Conference – Instructor and Participant – 8 credit hours
- 2023 M&J Governmental Conference – Participant and Instructor – 16 credit hours
- 2023 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2023 M&J Single Audit Training – Instructor – 16 credit hours
- 2023 Octane Conference – Instructor – 2 credit hours
- 2023 FGFOA Gulf Coast Chapter – Instructor – GASB 96 – 2 credit hours



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC42735

EXPIRATION DATE: DECEMBER 31, 2027

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

ANDERSON, DANIEL ROSS
1401 MANATEE AVE W
SUITE 1200
BRADENTON FL 34205

ISSUED: 10/03/2025

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Danny Rausch, CPA
Senior Manager
Florida
drausch@mjcpa.com



Danny Rausch is a manager with Mauldin & Jenkins. His experience with the Firm covers variety of state and local governmental organizations. Danny spends most of his time serving state and local governments, all of which utilize the new reporting model. Danny works with local governments in Florida. Danny has almost eight years of experience in public accounting, serving a wide range of governmental clients. Danny will be the manager for the Town audit responsible for the day to day audit procedures on-site with the Town. Danny's Florida license number is AC62665 and is currently active through December 31, 2026.

Technical Experience

During his career, Danny has served numerous governmental clients on behalf of the Firm. A condensed listing of governmental audit clients served by Danny is listed below:

1) City of Destin
2) City of Haines City
3) City of Crystal River
4) City of LaBelle
5) City of Plant City
6) Town of Fort Myers Beach
7) Dakota County Community Development Agency
8) MN Housing Authority
9) Oneida Nation
10) Chumash Band
11) Catfish Bend
12) YMCA of Southwest Florida
13) Town of Fort Myers Beach
14) Town of Manalapan

Degree/Certifications and Audit Training

Danny graduated from the University of South Dakota with a Masters in Accounting. Danny is also a Certified Public Accountant. In addition, Danny has obtained a significant amount of continuing professional education over the last few years:

- 2025 M&J Governmental Conference
- Q2 State Local Governments A&A Updates – 2024
- September 2024 Quarterly Audit Independence Webcast
- Q2 Not-for-Profit: A&A Update
- Public Sector: Lessons Learned in Inspections
- June 2024 Quarterly Audit Independence Webcast
- 2024 Annual Independence Update – Staff
- Q1 State Local Governments A&A Updates – 2024
- Q1 Not-for-Profit A&A Update
- SLG: Review of New Audit Templates
- Q4 State Local Governments A&A Updates – 2023
- Insurance Audit Year End Alert -2023
- Government and Regulatory Risk
- Q3 Not-for-Profit A&A Update
- Introduction to the Ethical Decision-Making Model
- Q3 State Local Governments A&A Update - 2023

Professional and Civic Activities

Danny is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants and Minnesota Institute of Certified Public Accountants.

Garrett Marlowe, CPA
Senior Manager
Bradenton, Florida
941-741-2201
gmarlowe@mjcpa.com



Garrett is a manager and a Certified Public Accountant (2020) with Mauldin & Jenkins specializing in serving local and state governmental entities. He is registered and licensed to practice in the State of Florida. Garrett has eight years of experience, all with Mauldin & Jenkins. His experience with the Firm covers a variety of state and local governmental organizations in Florida. He spends **100% of his time serving local governments** emphasizing cities and special districts. Garrett will be available as an alternative manager for the Town audit. Garrett's Florida license number is AC55019 and is currently active through December 31, 2026.

Technical Experience

Garrett has experience assisting in the preparation of governmental financial statements as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. During his career, Garrett has served numerous governmental clients on behalf of the Firm including 18 municipalities. A condensed listing of Florida governmental audit clients served by Garrett is listed below:

Cities

1) Apopka
2) Atlantis
3) Callaway
4) Clewiston
5) Cocoa Beach
6) Crystal River
7) Destin
8) Fernandina Beach
9) Fort Myers Beach
10) Haines City
11) LaBelle
12) Longboat Key
13) Naples
14) Plant City
15) Tarpon Springs
16) Tequesta
17) Wildwood
18) Winter Haven

Other Governmental Units

19) Tampa Bay Water
20) Emerald Coast Utilities Authority
21) Ocean Highway and Port Authority
22) Captiva Erosion Prevention District
23) Amelia Island Mosquito Control District

Professional Associations and Education

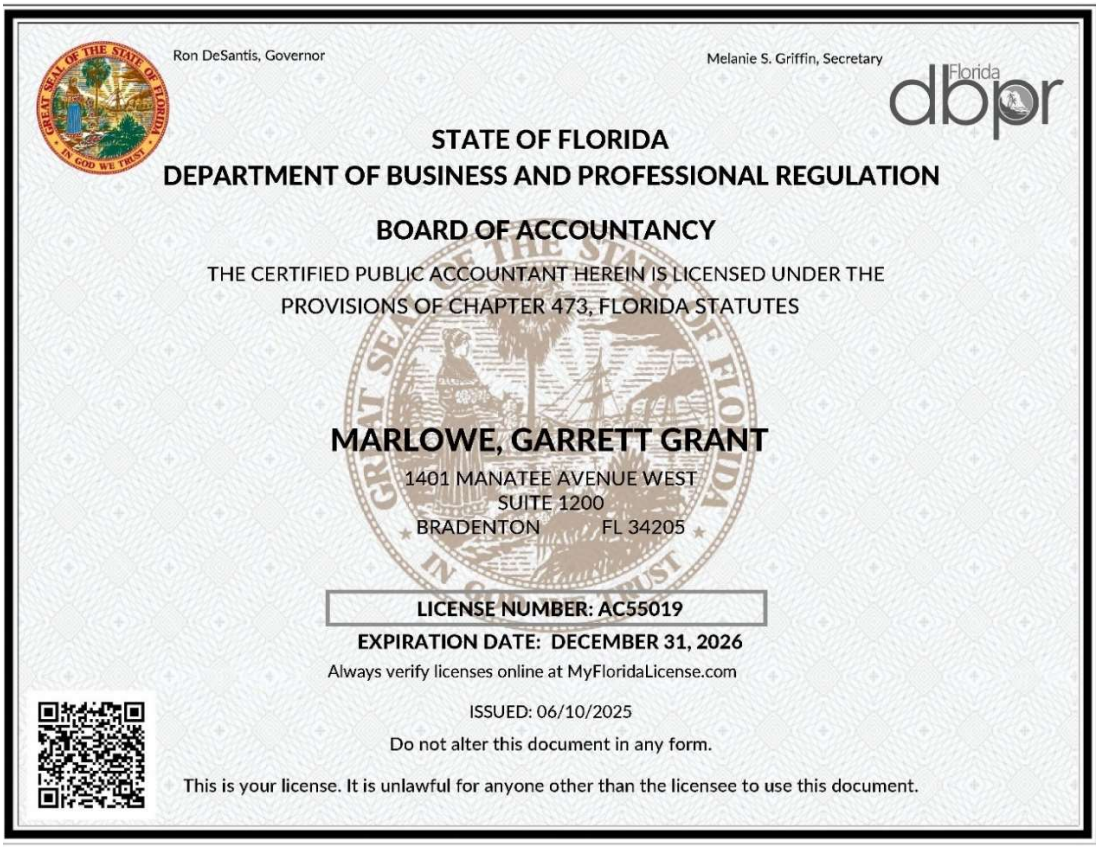
- Bachelor of Science in Accounting from the University of Central Florida in 2016
- Masters of Science in Accounting from the University of Central Florida in 2017
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)

Audit Training

Garrett annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, and various other courses. Listed below are just some of the training courses Garrett has attended over the last few years:

- 2025 M&J Single Audit Training – Instructor – 16 credit hours
- 2025 M&J ACFR Training – Instructor – 14 credit hours
- 2025 M&J Governmental Conference – Participant – 14 credit hours

- 2024 M&J Governmental Conference – Participant and Instructor – 16 credit hours
- 2024 M&J ACFR Training – Instructor – 12.5 credit hours
- 2024 Becker: Ethics and Professional Conduct for CPAs in Florida – 4 credit hours
- 2024 Becker: Yellow Book and Single Audit Update 2024 – 2.5 credit hours
- 2024 Thomson Reuters: Leadership II – 24 credit hours
- 2023 Thomson Reuters: Leadership I – 24 credit hours
- 2023 M&J Governmental Conference – Participant – 16 credit hours



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

MARLOWE, GARRETT GRANT

1401 MANATEE AVENUE WEST
SUITE 1200
BRADENTON FL 34205

LICENSE NUMBER: AC55019
EXPIRATION DATE: DECEMBER 31, 2026

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ISSUED: 06/10/2025

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Kayla O'Sullivan, CPA
Manager
Florida
kosullivan@mjcpa.com



Kayla O'Sullivan is a manager with Mauldin & Jenkins. Kayla works primarily in the governmental sector of the Firm's audit practice. Kayla has approximately six years of experience serving governmental clients including municipalities, special districts and counties. Her experience covers governmental accounting and auditing and has provided audit services to numerous governmental organizations meeting the requirements of *Government Auditing Standards* and the Uniform Guidance. Kayla will be available to work as an additional manager for the Town audit responsible for the day to day audit procedures on-site with the Town. Kayla's Florida license number is AC60357 and is currently active through December 31, 2026. Kayla has experience assisting in the preparation of governmental financial statements as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program.

Technical Experience

During her career, Kayla has served numerous governmental clients on behalf of the Firm. A condensed listing of governmental audit clients served by Kayla is listed below:

Cities

1. Cape Coral
2. Fernandina Beach
3. Haines City
4. Jupiter Island
5. Naples
6. Palmetto
7. Winter Haven
8. Jacksonville, NC
9. Rocky Mount, NC

Counties

10. Bertie County, NC
11 Bertie County, NC
10. Buncombe County, NC
11. Columbus County, NC
12. Green County, NC
13. Gates County, NC
14. Madison County, NC
15. Moore County, NC
16. Orange County, NC

Professional Associations and Education

- Bachelor of Science in Accounting from Florida Gulf Coast University in 2018 and Masters in Business Administration with a concentration in Accounting in 2022
- Member of the Florida Institute of Certified Public Accountants (FICPA)

Audit Training

Kayla annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. She attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, and various other courses. Listed below are just some of the training courses Kayla has attended over the last few years:

- 2025 M&J Governmental Conference – 14 credit hours
- 2024 M&J Governmental Conference – 14 credit hours
- 2023 M&J Governmental Conference – 16 credit hours

Stacia Deitrich, CPA
Manager 941-741-2201
Bradenton, Florida sdeitrich@mjcpa.com

Stacia is a manager and a Certified Public Accountant with Mauldin & Jenkins specializing in serving local and state governmental entities. She is registered and licensed to practice in the State of Florida. Stacia has over ten years of experience, the last six with Mauldin & Jenkins. Her experience with the Firm covers a variety of state and local governmental organizations in Florida. She spends **100% of her time serving local governments and nonprofit entities** emphasizing cities and special districts. Stacia's Florida license number is AC55019 and is currently active through December 31, 2026.

Technical Experience

Stacia has experience assisting in the preparation of governmental financial statements as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. During her career, Stacia has served numerous governmental clients on behalf of the Firm including 13 municipalities. A condensed listing of Florida governmental audit clients served by Stacia is listed below:

Cities

1) Apopka
2) Clewiston
3) Crystal River
4) Fernandina Beach
5) Fort Myers Beach
6) Haines City
7) Inverness
8) LaBelle
9) Longboat Key
10) Tarpon Springs
11) Plant City
12) Tarpon Springs
13) Tequesta

Other Governmental Units

14) Englewood Water District

Professional Associations and Education

- Bachelor of Science in Accounting from the University of South Florida in 2012
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)

Audit Training

Stacia annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. She attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, and various other courses. Listed below are just some of the training courses Stacia has attended over the last few years:

- 2025 M&J Governmental Conference – 16 credit hours
- 2025 M&J ACFR Training – 12.5 credit hours
- 2025 M&J Single Audit Training – 12.5 credit hours
- 2025 M&J Client CPE – 16 credit hours
- 2024 M&J Governmental Conference – 16 credit hours
- 2024 M&J ACFR Training – 12.5 credit hours
- 2024 M&J Single Audit Training – 12.5 credit hours
- 2024 Becker: Ethics and professional conduct for CPAs in Florida – 4 credit hours
- 2024 Thomson Reuters: Leadership I – 24 credit hours
- 2023 M&J Governmental Conference – Participant – 16 credit hours
- 2023 Thomson Reuters: Audit Water – 24 credit hours

Other Staff Resources (Single Audit, Technology Services and Fraud Examinations)

We have individuals with extensive experience and certifications relative to Grant Testing, Information Systems Technology as well as Fraud Examinations. The following individuals are available to be of service to the City should the need arise.

Trey Scott, CPA

Partner tscott@mjcpa.com



Trey Scott is a partner and a Certified Public Accountant (2010) with Mauldin & Jenkins specializing in serving local and state governmental entities. He is registered and licensed to practice in the States of Florida and Georgia. Trey has approximately 18 years of experience, all with Mauldin & Jenkins. His experience with the Firm covers a variety of state and local governmental organizations in Florida, Georgia, and South Carolina. He spends **100% of his time serving local governments** emphasizing cities, counties and special purpose entities and authorities. Trey will be an additional resource in developing the overall audit approach and supervision of staff. Trey has significant experience with various client EDP systems. Trey's Florida license number is AC50327 and is currently active through December 31, 2027.

Technical Experience

During his career, Trey has served numerous governmental clients on behalf of the Firm. This includes **12 municipalities**, 7 counties, 4 state entities, and 11 special purpose entities. Included in the municipalities served by Trey in the past as engagement director (senior manager) are the City of Pensacola, the City of Cooper City, the City of Hallandale Beach, the City of Augusta, and the City of Charleston.

Additionally, Trey has significant experience with **federal and state grant programs**. He is one of the main review persons for the Bradenton office for Single Audit procedures. He attends significant Single Audit training each year and is responsible for teaching at Mauldin & Jenkins in-house staff training annually as well as various FGFOA events.

Professional Associations and Education

- Bachelor of Arts Majoring in Business Administration from Austin College
- Master of Public Accountancy from the University of West Georgia
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Audit Training

- 2025 M&J Governmental Conference – Various Participant/Instructor
- 2025 Becker Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2025 Becker Ethics: Protecting the Integrity of Georgia CPAs – 1 credit hour
- 2025 Octane Conference – GASB Update – Instructor
- 2025 M&J Quarterly Client CPE – Instructor
- 2025 FGFOA North Florida Chapter – Instructor – 2 credit hours
- 2024 M&J Governmental Conference – Various Participant/Instructor
- 2024 GFOA South Carolina Conference – Financial Statement Report Card – Instructor
- 2024 Octane Conference – Revenue Recognition – Instructor
- 2023 M&J Governmental Conference – Various Participant/Instructor
- 2023 GFOA South Carolina Conference – GASB Update – Instructor
- 2023 Ethics for CPAs in Florida
- 2023 Octane Conference – GASB Update – Instructor
- 2023 Carl Vinson Institute of Local Government ACFR class – Instructor
- 2023 M&J Quarterly Client CPE – Instructor



Jameson A. Miller, CPA, CISA, CISSP
Partner, Information Technology and Audit Services

Jameson Miller is a partner and has been with Mauldin and Jenkins since graduation from the University of Tennessee at Chattanooga. He currently leads the Firm's Information Systems and Cybersecurity practice. For over 12 years, Jameson has provided audit services to public and private entities throughout the Southeast. Jameson's experience includes audits of general controls, application controls, technical audits and security assessments for information systems.

Jameson has extensive experience with Sarbanes Oxley, SSAE18 System and Organization Controls (SOC) Audits, National Automated Clearinghouse Association (Nacha) Compliance with Appendix Eight of the Nacha Operating Rules and Guidelines, and Gramm-Leach-Bliley Act (GLBA) compliance program implementation, testing and reporting. His technical expertise includes performing vulnerability assessments and penetration testing of information systems using both technical and social engineering techniques. Further, Jameson has:

- Maintained current and relevant information technology and financial accounting continuing professional education credits (CPE);
- Obtained the American Institute of Certified Public Accountants' (AICPA) "Cybersecurity Advisory Services" and "Blockchain for Accounting and Finance" Certificates;
- Presented a 2018 CPE webinar for the Georgia Governmental Financial Officers Association (GGFOA) members entitled, "Cybersecurity Trends and the AICPA's Cybersecurity Risk Management Program;"
- Presented a 2018 CPE breakout session entitled, "What is Blockchain and Why Should I Care?" for the GGFOA's Annual Conference; and
- Presenting an upcoming session for the Georgia Society of CPAs Non-profit conference, "Technologies Transforming Accounting."

Jameson is a member of the AICPA, the Tennessee Society of Certified Public Accountants (TSCPA), and ISACA (formerly the Information Systems Audit and Control Association). In addition, Jameson is an avid outdoor enthusiast and enjoys volunteering as secretary and treasurer of the Board of Directors of the Cumberland Trails Conference, a 501(c)3 non-profit organization. Jameson is a licensed Certified Public Accountant (2010) with the State of Tennessee, a Certified Information Systems Auditor (2018) through ISACA, and a Certified Information Systems Security Professional (2019) granted by the International Information System Security Certification Consortium. Jameson is currently participating in a 40-hour "Penetration Testing with Kali" continuing education self-study course offered through Offensive Security, the creators of the Kali Linux Penetration Testing operating system. Afterwards, he plans to sit for the Offensive Security Certified Professional (OSCP) 24-hour certification examination.

Considering the fact that Jameson only provides non-traditional consulting-type services to governmental entities, and he does not (and will not) provide audit and accounting services under the guidance of the Yellow Book educational standards, no such continuing education is required or provided under this proposal.



David Roberts
Partner, Governmental Advisory Services

David Roberts is a widely respected leader in providing consulting and advisory services to public-sector organizations at the federal, state, and local level. David has approximately 20 years at KPMG, one of the "Big 4" international accounting firms, and brings an exceptional understanding of governmental clients' challenges as well as innovative solutions that fit their unique operating and service delivery environment. David now leads our Government Advisory practice, where he will continue to focus on helping governments and individual agencies fulfill and exceed their financial, operational, and regulatory obligations to the public.

David has provided a wide array of advisory services in his career. In the past three years alone, David has performed and supervised approximately 70,000 hours of advisory services which are summarized by type of entity and respective services as follows:

Cities and Counties:	**Respective Services Provided:**
Austin, Texas	Zero Based Budgeting Assessment and Strategic Design
Charlotte County, Florida	Strategic Planning Assistance, and Utilities Dept. Assessments
DeKalb County, Georgia	Water/Sewer Utility Billing Assessment
Fort Lauderdale, Florida	Water/Sewer Utility Billing Assessment
New Orleans, Louisiana	Zero Based Budgeting Assessment and Strategic Design
Riverside County, California	Finance Function Assessment
Savannah, Georgia	Water/Sewer Utility Billing Assessment
School Districts:	
Chicago Public Schools	Service Delivery Model Assessment
DeKalb County (GA) Schools	Human Resources Assessment
	Human Resources Recommendation Implementation
Federal and State Government Entities:	
District of Columbia Employment Services Dept.	Workforce Innovation and Opportunity Act (WIOA) Grant
Assistance	
Florida Department of Management Services	Quality Assurance/Independent Verification and Validation Over SAP Implementation
Florida Turnpike Enterprise	Back-office Project Management Office (PMO)
Georgia Department of Administrative Services	Human Resources Function Market Scan
Georgia Department of Community Health	Finance Function Review
Georgia Department of Economic Development	Workforce Innovation and Opportunity Act (WIOA) Grant
Assistance	
Georgia Department of Labor	Back-office Assessment and Project Mgmt. Office Support
Georgia State Road and Tollway Authority	Agency Merger Assessment
	Cost Allocation Assistance
	Strategic Planning Assistance
Kentucky Transportation Cabinet	Revenue Control Manager
Puerto Rico Dept. of the Treasury	Finance Project Management Office
Texas Department of Transportation	Back-office SAP Implementation Support
Virginia Department of Transportation	Workforce Strategy Assessment
Special Purpose Entities:	
Atlanta Housing Authority	Human Resources Assessment and Optimization
Florida Healthy Kids (NFP)	Vendor Selection Assistance
University of Texas at San Antonio	Payroll Assessment and Optimization

From management consulting and identifying new opportunities, to increasing stakeholder satisfaction and implementing transformational strategies, David and our government advisory team deliver insights and techniques that help government clients leverage public resources efficiently while achieving overarching goals. Our government advisory practice brings to market a team that has direct experience as government employees, change agents, and transformation consultants to help tackle the industry's toughest issues.

Brandon R. Smith, CPA, CCSFP, CHQP
Partner, Advisory Services
Information Technology and Cybersecurity



Brandon Smith joined Mauldin & Jenkins in 2008 after studying Accounting and Information Systems at Georgia Southern University. He works with organizations throughout the Southeast to help deliver a blend of capacity building and advisory services.

His experience includes evaluating cybersecurity, internal control, and risk management policies and practices. He helps organizations review posture and identify prioritized, flexible, repeatable, performance-based, and cost-effective approaches to improve measures and controls.

Expertise includes NIST Cybersecurity Framework, HITRIST Common Security Framework, System and Organization Controls (SOC) Reporting, COSO Internal Control-Integrated Framework, and Uniform Guidance. Services range from reviewing existing policies and practices and providing targeted recommendations in line with proven frameworks, to helping facilitate technical assessments.

Brandon serves on a national Alliance Innovation Committee that represents more than 80 firms nationally, he serves on the AICPA's Stakeholder Advisory Group for its Dynamic Audit Solution currently in development, and he is the chair of M&J's NExT Committee for Innovation. Brandon is enthusiastic about transformative technologies and the impact they have on our clients and our profession, including Data Analytics, Machine Learning, Artificial Intelligence, Robotic Process Automation, and Blockchain. Additional services provided by Brandon and his team include:

- Internal Controls Assessments
- IT/Cybersecurity Framework Assessments
- GLBA Compliance – Information Security
- Vulnerability Assessments
- Internal and External Penetration Testing
- Social Engineering Campaigns
- Cybersecurity Awareness Training

Brandon is a regular speaker for the Georgia Society of CPAs and he serves as a volunteer faculty member for Nonprofit University's certificate programs. He is a member of ISACA, AICPA, GSCPA, Georgia Planned Giving Council, Georgia Center for Nonprofits, Technology Association of Georgia, and HITRUST.



David Jahosky
Partner, Governmental Advisory Services

David Jahosky is a partner and the Governmental Advisory Services Practice Leader for Mauldin & Jenkins. David received both his BA in 1991 and MA in 1993 in Public Administration from the University of Florida. Prior to joining Mauldin & Jenkins, David spent 14 years with KPMG as a leader in its Government Practice and serving as the lead account partner for the State of Florida. Most recently, David spent six years at Anser Advisory Services leading its Strategy, Grants and Compliance practice that served over 75 government clients in nine states, including Florida and Georgia.

As an experienced public sector consultant, David brings extensive national experience in creating and implementing transformational strategies for improving operations, service delivery models, and stakeholder satisfaction. He possesses a deep understanding of business and relationship development, client delivery, and people development.

For more than 30 years, David has been serving public sector entities in meeting the challenges they face in serving the public good – to improve performance, achieve regulatory or standards compliance, and enhance accountability and reporting. David has a strong background in client service delivery and considerable project management experience. David's current and past clients include some of the leading entities in the public sector.

David has substantial experience leading and coordinating advisory engagements across several industries, with a focus on state and local governments, higher education and not-for-profit organizations. David's core skill sets include helping clients solve revenue enhancement, cost optimization, strategy and compliance, operational transformation, and performance management issues. He has helped clients realize their strategic vision, transform operations, improve service delivery, enhance customer service, increase revenue, and reduce costs. David has spoken at numerous industry events and conferences. As part of his responsibilities, David routinely briefed legislative bodies, executive leadership, and policymakers.

Partner and Staff Continuity

We are committed to providing continuity of our engagement team members. We recognize that this is also an important factor for the Town as it limits the amount of retraining that needs to be performed each year. **Our staff retention rates of approximately 85%** are considered to be among the best in the profession (and much better than national firms). We are able to not only provide consistency with the partners and managers on our engagement teams, but seniors and staff as well.

It is also our goal to minimize disruptions to your management personnel by staffing the engagement so as to provide continuity, both during and between audits. It is the Firm's policy not to rotate key audit staff, consultants or specialists off a multi-year contracted audit engagement. Consequently, it is not anticipated that any key audit personnel will be rotated away from this annual audit. In any business, however, turnover is inevitable. When this happens, we will provide resumes of suggested replacements and any changes in key personnel would always be discussed timely with officials to their satisfaction.

Conflicts of Interest

As noted earlier in our independence statement, we are free from personal and external impairments to independence, are organizationally independent and will maintain an independent attitude so that opinions, conclusions, judgements, and recommendations are impartial and will be viewed as impartial by knowledgeable parties. As such, we have no conflicts of interest with regard to the Town and have no items which would hinder us from performing your annual audit.

Involvement in Governmental Accounting Committees and Associations

Mauldin & Jenkins is very committed and dedicated to the governmental industry. The Firm is a member of the AICPA Governmental Quality Institute and we also have an individual who serves as an executive committee member of the Institute. We have individuals who also give back by teaching at both national and state levels in addition to our client training courses. Our experiences with national level typically see Firm personnel speaking at the national AICPA Governmental and/or Governmental and Non-Profit Annual Conferences.

The Firm is also a part of the AICPA Single Audit Quality Improvement Task Force whereby individuals from the Firm are part of this committee. This committee's sole purpose is to help the profession as a whole do a better job overall in the performance and documentation of single audits. An individual from the Firm currently chairs this task force. As noted elsewhere within our proposal, the Firm itself is a member of the American Institute of Certified Public Accountants and the Government Finance Officers Association. Additionally, most all governmental professional staff are individually members of the AICPA and GFOA as well as the local state chapters including the Florida GFOA. We annually attend various state conferences as both participants and sponsors. Additionally, we volunteer our time in presenting at various state and local government seminars and training conferences. Lastly, Joel Black, a former partner of Mauldin & Jenkins, was selected as the Chairman of the Governmental Accounting Standards Board (GASB), in January 2020. Joel is in the middle of serving a seven-year term in his role.

Prior Engagements with the Town

As noted earlier, our only prior engagements with the Town, have been serving the Town as its independent auditor since 2019. Over this timeframe, we have annually completed the audit engagement professionally and timely based on the Town's readiness. Our primary contacts have been the Town's finance director over this time period and most recently this has been with Joe Onzick. Wade Sansbury has served as the principal auditor on each year of the Town's engagements. We have provided no other services to the Town.

Similar Engagements with Other Government Entities

The following is a list of governmental audits performed in the past five years by the Bradenton office included within this proposal as references. Feel free to give any of these clients, or any others listed within this proposal, a call. The information below is intended to demonstrate that we understand the nature of the operations similar in size to the Town and have relevant, current experience serving Florida governments in your area. Mauldin & Jenkins has substantial expertise gained from auditing other governments in the Southeast which also have significant governmental operations and other large utility enterprise operations. This concept touches on one of the more unique qualities Mauldin & Jenkins brings to you, a Firm with vast resources of experienced people normally associated with larger national firms, but sensitivity to client service similar to that provided by many smaller firms. **We believe the Town and Mauldin & Jenkins to be a good match**.

1) City of North Port, Florida

General Information	City government with a population of approximately 60,000. The City has assets of approximately $507 million and annual revenues of approximately $95 million. The City provides numerous services including: water and sewer, solid waste, and other customary services. The City uses Central Square/Superion module GMBA for its accounting needs.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with OMB Circular A-133. Preparation of the Annual Comprehensive Financial Report and Certificate of Achievement awarded by GFOA.
Dates	September 30, 2013 through present
Partner	Wade Sansbury
Total Hours	450 hours
Contact Information	Mr. Scott Skipper, Accounting Manager – (941) 429-7108 – Fax (941) 429-7209 sskipper@cityofnorthport.com 4970 City Hall Blvd., North Port, FL 34289

2) City of Callaway, Florida

General Information	City government with a population of approximately 14,800. The City has assets of approximately $113 million and annual revenues of approximately $28 million. The City provides numerous services including: water and sewer, sanitation, CRA, public safety, parks and recreation, community development, and other customary services.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with the Uniform Guidance and the Florida State Single Audit requirements. Preparation of the Annual Comprehensive Financial Report and the maintenance of the GFOA Certificate.
Dates	September 30, 2018 through present
Partner	Wade Sansbury
Total Hours	350 hours
Contact Information	David Schultz, Finance Director – (850) 215-7803 dschultz@cityofcallaway.com 6601 East Highway 22, Callaway, FL 32404

3) City of Wildwood, Florida

General Information	City government with a population of approximately 16,500. The City has assets of approximately $100 million and annual revenues of approximately $32 million. The City provides numerous services including: water and sewer, sanitation, stormwater, CRA, public safety, parks and recreation, community development, and other customary services. The City currently presents 11 funds.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with the Uniform Guidance and the Florida State Single Audit requirements. Preparation of the Annual Financial Report.
Dates	September 30, 2013 through present
Partner	Daniel Anderson
Total Hours	350 hours
Contact Information	Ms. Cassandra Smith, Assistant City Manager/CFO – (352) 661-6106 csmith@wildwood-fl.gov 100 N Main St. Wildwood, FL 34785

4) Town of Longboat Key, Florida

General Information	Municipal government with a population of approximately 7,600. The Town has assets and deferred outflows of resources of approximately $241 million and annual revenues of approximately $62 million. The Town provides numerous services including: water and sewer, public safety, transportation, Leisure services, and other customary services. The Town has 31 funds.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with Uniform Guidance (Single Audits) and Florida Single Audit Act. Preparation of the Annual Comprehensive Financial Report and Certificate of Achievement awarded by GFOA. Audit of three single employer DB pension plans.
Dates	September 30, 2014 through present
Partner	Wade Sansbury
Total Hours	350 hours
Contact Information	Ms. Sue Smith, Finance Director – (941) 316-6882 ssmith@longboatkey.org 501 Bay Isles Road, Longboat Key, FL 34228

5) Village of Tequesta, Florida

General Information	Municipal government with a population of approximately 6,000. The Village has assets and deferred outflows of resources of approximately $57 million and annual revenues of approximately $25 million. The Village provides numerous services including: water, solid waste, stormwater, public safety, transportation, Leisure services, and other customary services. The Village has 11 funds.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with Uniform Guidance (Single Audits) and Florida Single Audit Act. Preparation of the Annual Comprehensive Financial Report and Certificate of Achievement awarded by GFOA. Audit of three single employer DB pension plans.
Dates	September 30, 2021 through present
Partner	Wade Sansbury
Total Hours	250 hours
Contact Information	Mr. Jeffery Snyder, Finance Director – (561) 768-0424 – Fax (561) 768-0699 jsnyder@tequesta.org 345 Tequesta Drive, Tequesta, FL 33469-0273

Specific Audit Approach

Audit Methodology

Our audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America and will conform to the standards as set forth in the following:

- "Generally Accepted Auditing Standards" developed by the American Institute of Certified Public Accountants (AICPA).
- *Government Auditing Standards* issued by the Comptroller General of the United States (also referred to as "Yellow Book").
- Audits of State and Local Governmental Units issued by the American Institute of Certified Public Accountants.
- Single Audit Acts Federal and State of Florida.
- The Uniform Guidance, OMB Circular A-133 and other applicable OMB Circulars.
- Sections 11.45 and 218.39 of the Florida Statutes.
- Regulations of the State of Florida Department of Financial Services.
- Rules of the Auditor General and other Florida agencies as relevant.

Tailored Approach – For each engagement we begin with a detailed audit plan based on our detailed understanding of the Town's policies, procedures, and risk areas. We obtain this understanding through the performance of walkthroughs and internal control documentation questionnaires. We then develop audit procedures based on our engagement specific risk assessment. We use Firm manuals specifically designed for governments to develop audit programs tailored to the Town which incorporate the requirements set forth above. We anticipate that these procedures will enable us to express our professional opinion that the financial statements of the Town present fairly, in all material respects, the financial position and results of operations of the various opinion units in conformity with accounting principles generally accepted in the United States of America.

Unless requested by the Town for fieldwork to be performed remotely (we have this capability) we intend to be on sight during substantially all of the final fieldwork procedures.

Proposed Segmentation of the Engagement

Our professionals, who are knowledgeable with respect to audit requirements for governmental entities, will be assigned based on their expertise with respect to each segment. Our audit procedures, related documentation and quality review will be segregated by each segment as follows based on our review of the Town's prior financial statements, budgets, request for proposal, past experience, and other information available. These procedures will be applied for the annual financial statement audits.



Segment I: Planning and Interim Procedures (March 2026)

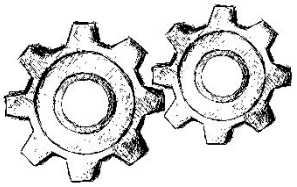
This segment includes:



- Obtaining a signed engagement letter for the financial and compliance audit;
- Meeting with Town management to discuss the scope of the audit, timing of our work, and preparation of client schedules, and to address any concerns;
- Reviewing previously issued and interim financial reports, comment letters, monitoring reports, and other supporting workpapers;
- Reading minutes of Town meetings;
- Reviewing the Town's current year budget, as adopted and revised;
- Reviewing new debt agreements, and other various documentation;
- Updating our understanding of the Town's accounting policies and procedures, including the financial and other management information systems utilized by the Town;
- Updating our knowledge of the Town's EDP equipment, software and systems in use;
- Performing analytical reviews to determine critical areas and assess risks;
- Performing a preliminary evaluation of the internal control structure at the account and assertion level;
- Designing and performing applicable tests of controls related to the financial statements and internal accounts;
- Making fraud inquiries and assessing the risks of material misstatement;
- Obtaining a list of cash, investment, debt, and selected revenue accounts for confirmation purposes, as applicable;
- Determining audit strategies for balance sheet and operating statement accounts based on audit risk;
- Obtaining a preliminary Schedule of Expenditures of Federal Awards to initiate planning and internal control testing for the Single Audit;
- Preparing year-end audit programs;
- Meeting with appropriate Town personnel to discuss the results of our preliminary audit work.

Segment II: Final Audit Fieldwork Procedures (April 2026)

This segment includes:



- Conducting an analytical review of account balances based on closing balances;
- Testing the valuation, restrictions and cut-offs of cash and investment balances, as applicable;
- Testing receivable cut-offs and balances, including an analysis of subsequent receipts;
- Testing cut-off and valuation of inventory;
- Reviewing and testing supporting documentation for the allowance for doubtful accounts, prepaid items and other assets;
- Vouching capital asset additions and deletions, analyzing charges for appropriate accounting and testing depreciation;
- Testing accounts payable cut-offs and balances, including an analysis of subsequent disbursements;
- Testing accrued payroll, compensated absences, OPEB payable, and other accrued liability cut-offs and balances;
- Testing debt balances and debt covenant compliance;
- Testing compliance with applicable laws and regulations;
- Testing the classification of net position (unrestricted, restricted and net investment in capital assets);
- Performing analytical procedures and substantive testing of revenues and expenditures/expenses;
- Obtaining and auditing the final Schedule of Expenditures of Federal Awards;
- Completing compliance tests for the major programs selected for testing as required by the Federal Single Audit Act, as applicable;
- End of fieldwork exit conference.

Segment III: Review, Completion and Delivery Procedures (May/June 2026)

This segment includes:



- Reviewing workpapers to ensure quality and thoroughness of audit procedures;
- Summarizing the results of audit procedures;
- Obtaining attorney letters;
- Evaluating commitments, contingencies and subsequent events;
- Proposing audit adjustments;
- Summarizing and evaluating passed audit adjustments;
- Evaluating compliance exceptions;
- Reviewing draft financial statements and related note disclosures;
- Performing financial condition assessment procedures;
- Preparing drafts of audit reports and management letter;
- Delivering drafts of audit reports and letters to appropriate client officials;
- Finalizing all reports and management letter;
- Obtaining signed representation letter and the Town's approval of the final financial statements;
- Drafting the Data Collection Form and obtaining the Town's approval;
- Preparing and providing the Town a PDF document and "camera ready" copy of the audited financial statements;
- Final exit conferences and presentations with appropriate Town officials.

Following the completion of the audit, we will provide written draft reports to management for review and approval including the following:

- An independent auditor's report on the fair presentation of the Governmental Activities, each Major Fund, and the Aggregate Remaining Fund Information, which collectively comprise the Town's basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary information and the Schedule of Expenditures of Federal and State Awards "in relation to" the audited financial statements.
- An independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*, which will include any reportable conditions.
- An independent auditor's report on compliance for each major program and on internal control over compliance required by OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 10.550, Rules of the Auditor General, of the State of Florida. These reports will include any reportable conditions or instances of noncompliance.
- A management letter that outlines any constructive suggestions for improvement to management.
- Any comments required by the Rules of the Auditor General, Chapter 10.554(1)(i).
- Acknowledgement and communication surrounding Statement of Auditing Standards (SAS) No. 114, *The Auditor's Communication with Those Charged with Governance*. We will provide, as required, communications to management on each of the following:
    - Our responsibility, as your auditors, under auditing standards generally accepted in the United States of America.
    - Accounting policies.
    - Management's judgments and accounting estimates.
    - Financial statement disclosures.
    - Related accounting matters.
    - Significant difficulties encountered in performing the audit.
    - Audit adjustments.
    - Disagreements with management.
    - Representations from management.
    - Management consultation with other accountants.
    - Significant issues discussed with management.
    - Other information in documents containing audited financial statements.
    - Independence.

Level of Staff and Number of Hours to be Assigned

Based on the Town's request for proposal, we have also prepared a schedule of events, including level of staff and number of hours to be assigned to each proposed segment of the engagement, which is representative of the expected 2025 audit in the following tabular presentation:

Segmented Hours by Staff Level				
Segments	**Engagement Team Members by Level**			
	Partners	**Manager**	**Staff**	**Total**
Segment I - Planning and Interim Procedures	10	20	10	40
Segment II - Final Audit Fieldwork Procedures	20	80	140	240
Segment III - Review, Completion, and Delivery Procedures	10	20	20	50
Total Engagement	40	120	170	330

Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures can be applied to almost every financial statement amount and are often less costly to apply than tests of details. It is, therefore, an efficient audit strategy to employ analytical procedures to the maximum extent possible and vary the required extent of substantive tests of details inversely with the degree of assurance already obtained.

The elements of analytical procedures we plan to consider are as follows:

- Identify the factors on which a given accounting result should depend.
- Determine the approximate relationship between the accounting result and those underlying factors.
- Predict what the current results should be if that relationship continued.
- Compare the actual current result to the prediction.
- Investigate and corroborate significant variances between the actual result and the prediction.
- Reach a conclusion as to the reasonableness of the reported result.

Types of analytical procedures employed will include:

- Reviewing changes from prior years for reasonableness.
- Scanning accounts for items larger or smaller than expected when compared to budgets or forecasts.
- Reviewing and comparing logical relationships between years (e.g., payroll taxes and benefits to wages, etc.). Comparisons between years can be made more effective when logical relationships between elements of the financial statements that would be expected to conform to the predictable pattern are used to develop trends. This is primarily accomplished through the use of ratios.
- Analyzing and comparing nonfinancial information, such as number of taxable properties, geographical area, number of employees, etc.

All analytical procedures performed as substantive tests are documented on each applicable audit program.

Approach to be taken to Gain and Document an Understanding of the Adequacy of the Town's Internal Control Structure

For purposes of an audit of the financial statements and statutory, regulatory and contractual compliance, the Town's control structure consists of the following five elements as they relate to the Town's ability to conduct operations and use resources in accordance with management's authorization and consistent with laws, regulations, contracts and policies, and to record, process, summarize, and report financial data consistent with assertions embodied in the financial statements: (1) the control environment; (2) risk assessment; (3) control activities; (4) information and communication processes/systems; and (5) monitoring. The internal control structure and its policies and procedures are an important source of information about the types and risks of potential material misstatements that could occur in the financial statements and violations of statutory, regulatory and contractual requirements. This information is essential for effective audit planning and in designing effective and efficient audit tests.

In our understanding of the Town's internal control structure, we will obtain knowledge about:

- How internal control structure policies, procedures and records are designed.
- Whether internal control structure policies, procedures and records have been placed in operation, i.e., whether the Town is using them.
- Whether internal control structure policies, procedures and records are designed effectively, i.e., whether they are likely to prevent or detect material misstatements or compliance violations on a timely basis.
- Whether internal control structure policies, procedures and records are operating effectively.

Auditing standards generally accepted in the United States of America require the auditor to document our understandings of the internal control structure elements. The form and extent of documentation is flexible. Generally, the more complex an entity's internal control structure and the more extensive the procedures performed to obtain the understanding, the more extensive our documentation should be. In addition to memos, we plan to use specific designed forms and questionnaires to document our understanding of the internal control structure. Recent changes in auditing standards, known as the risk assessment standards, denote that the auditor is not required to test internal control so as to rely on them to reduce other test work, but do not allow for only inquiry procedures related to internal control. We are required, and will perform, other procedures, such as walkthroughs and observation, related to controls over significant financial statement and audit assertions.

Approach to be taken in Determining Laws and Regulations that will be Subject to Audit Test Work

Standards for testing and reporting on compliance with laws and regulations are established by Auditing Standards AU-C Section 935, *Compliance Audits*. We will use this guidance to perform tests to determine the Town's compliance with certain provisions of laws and regulations (Florida Statutes, etc.), contracts, grant agreements, and debt agreements, where noncompliance could have a *direct and material effect* on the financial statements.

Our approach to be taken to determine the laws and regulations that will be subject to audit test work will include procedures designed to identify requirements found in legal or legislative data, administrative regulations, and documents associated with grant and contract arrangements.

The following procedures and policies will be applied depending on the nature and materiality of the laws and regulations:

- During the planning phase, the type of audit to be performed, as it relates to compliance matters, will be communicated to all personnel assigned to the engagement.
- Obtain a list of all federal award programs from which the client received and expended funds and identify, using the prescribed risk-based approach, the major programs required to be audited. If a program-specific audit is required, identify the award program to be audited.
- Identify applicable state and local statutory and regulatory requirements and contractual requirements.
- Plan and document the audit procedures to be performed relative to material state and local statutory and regulatory requirements and contractual requirements.
- Perform and document federal, state, and local statutory, regulatory and contractual compliance audit procedures as deemed to be applicable and appropriate during the planning stage of the engagement.
- Make specific inquiries of management concerning the following matters:
  - The Town's compliance with laws and regulations.
  - The Town's policies relative to the prevention of statutory, regulatory and contractual violations.
  - The use of directives issued by the Town and periodic representations obtained by the Town from officials and other management personnel at appropriate levels of authority concerning compliance with laws and regulations.
- Specific testing for issues that are unique to Florida governments:
  - Testing as to whether or not the Town complied with Section 218.415, Florida Statutes, regarding the investment of public funds.
  - Testing as to the Town's compliance with Section 166.241, Florida Statutes, regarding adoption and reporting of annual budget, such as the minimum information required to be included in the budget, when the budget must be posted on the Town's website after adoption, requirements on posting budget amendments.
  - Testing of debt covenant compliance requirements.
  - Testing of the financial condition assessment procedures pursuant to Sections 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, of the State of Florida, and determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes and Chapter 2012-38, *Laws of Florida*.

Approach to be taken in Drawing Audit Samples for Purposes of Tests of Compliance

Applicable auditing standards state that, in testing for compliance with laws and regulations, the number, selection, and testing of transactions is based on the auditor's professional judgment. None of the guidelines, primarily AU-C Section 250, explain whether this requirement to select a representative number for testing compliance means that audit sampling is necessary.

The two possible approaches to audit sampling are nonstatistical and statistical. AU-C Section 530, *Audit Sampling*, indicates that both of these approaches are capable of producing sufficient evidential matter, if properly applied. The types of procedures that are applied are not determined by the sampling approach used. Either approach may be used to apply whatever tests of details deemed necessary in the circumstances. The importance of professional judgment cannot be overemphasized as it applies to the evaluation of the adequacy of evidential matter generated by the sampling approach.

Regardless of the sampling approach selected, we will properly plan, perform, and evaluate the results of the sample. Professional judgment must be used to relate the sample results to other evidential matter when we form a conclusion about compliance with laws and regulations.

It should be noted, however, that not all tests of compliance or controls are transaction related. If we decide to use audit sampling, attention is focused on which sampling approach (statistical or nonstatistical) to use. Substantial information is given in the AICPA Sampling Guide and several college and professional books on the use of various statistical sampling approaches.
The basic requirements that relate to all compliance related samples, statistical and nonstatistical, are as follows:

- **Planning.** We will relate the population to the objective of the audit test; i.e., defining the population and sampling unit.
- **Selection.** We will select items that can be expected to be representative of the population.
- **Evaluation.** We will project sample results to the population and consider sampling risk.

In a compliance sampling application, the population is defined as all items that constitute the account balance or class of transactions, or the portion of the balance or class, being tested (i.e., all expenditures of the Town above a certain threshold required to be bid). The population for a substantive sample usually is the account balance or class of transactions excluding those items selected for testing because of individual significance. The term individually significant item encompasses two types of items:

- Individually significant dollar items.
- Unusual items (that is, items that have audit significance by their nature).

Due to the nature of tests of controls or compliance, we ordinarily are not concerned with identifying individually significant items when tests of controls or compliance are performed using audit sampling. Sampling results can be projected only to the population from which the sample is drawn. The use of the wrong population for a sampling application could mean that conclusions based on the sample are invalid for our purpose.

The sampling units are the individual items that are subjected to tests and that represent the components of the population. It is important to properly identify the sampling unit before the sample is selected to produce an efficient and effective sampling application. Examples of sampling units would be individual capital disbursements, etc. The determination of the specific sampling unit is influenced by the following considerations:

- The sampling unit should produce an efficient sampling plan.
- The sampling plan must be effective to accomplish its objectives.
- The nature of the audit procedures can determine the sampling unit to be used. AU-C Section 530 requires a “representative sample”. There are several commonly used methods of selecting samples that meet the criteria of representativeness stipulated by AU-C Section 530. The following are some of those methods: random (can be statistical or nonstatistical), systematic (can be statistical or nonstatistical), or haphazard (nonstatistical).

We will evaluate whether the sample selected seems representative of the population to be tested. If the sample does not seem representative, we would reselect. For all items in the population to have a chance to be selected, we will determine that the sample population actually includes all the items (e.g., capital disbursements, etc.) comprising the balance. There are many ways to determine the completeness of a sample population, including:

- If the sample is selected from a trial balance, we can foot the trial balance and reconcile the total to the account balance.
- If the items are numerically sequenced, we can scan the accounting records to account for the numerical sequence of items in the population and select the sample from that sequence.

The two sampling forms presented both include a step that allows the auditor to document how the completeness of the sample population was considered. Whenever practical, we will consider using random selection (with a random number table or microcomputer-generated numbers) or systematic selection. Haphazard selection may be used when the population is not numbered or when other circumstances make use of a random-based method impractical. Using one of these random-based methods does not make the sampling application statistical.

The evaluation of sample results has two aspects. We will need to project the noncompliance. Also, we will need to consider the sampling risk. In a statistical sample, sampling risk must still be considered and restricted to a relatively low level but cannot be objectively measured. This is the primary conceptual distinction between statistical and nonstatistical sampling. In the two nonstatistical sampling approaches presented in this section, sampling risk is assessed by considering whether the rate or amount of exceptions identified in the sample exceed the expected rate or amount of exceptions used in designing the sample.

Experience with EDP Systems and Extent of the Use of Audit Software in the Engagement

Mauldin & Jenkins utilizes a 100% paperless audit approach to the performance of all of our audits via the utilization of ProSystems Engagement. This software has been used by our Firm for many years and allows us to streamline the overall audit process. Additionally, standard Microsoft applications are utilized in conjunction with ProSystems; these include Word and Excel. All of our audit team members are equipped with laptop computers and are extensively trained in the use of our computer applications.

Our Bradenton office team members have extensive experience with clients utilizing various accounting softwares. We have a thorough understanding of these systems and use of the account inquiry, utility billing, cash management, and various other functions and modules within these different governmental softwares. We are very proficient in its use and functions and thus typically have the ability to work on our own running reports, obtaining audit documentation, etc. during the audit process. If given the access by our clients, we are able to also perform typical testing through client systems remotely from remote locations, such as our office or elsewhere. We believe that this is an efficient way to utilize the Town's resources while also not burdening Town staff with requests for information as we have knowledgeable professionals who can easily access the information through the Town's software.

The Management Advisory Services (MAS) department of Mauldin & Jenkins includes certain individuals who have had substantial training in the accounting, auditing, and use of Electronic Data Processing (EDP) Systems. To compliment these highly trained individuals, all members of the audit staff have also had significant training in computer auditing techniques. Mauldin & Jenkins uses a very detailed and structured approach in using computer auditing techniques, which has been extremely successful for us in our past engagements.

At the start of the engagement during our planning phase, we will assess the computer systems used by the Town, and plan the specific computer aided auditing techniques to be used. This will decrease time spent in initial file setup, trial balance setup, and data integrity testing. This approach will allow for more effective audits resulting in a fast sort, filter and analysis of multiple transactions in a population, and provide for drilling down on those items that have the highest risk. Examples of uses of extraction and data analysis in our audit approach are listed below:

1. Summarizing disbursements for a period by dollar range and compare to policy guidelines for complying with certain attributes (approvals and signature requirements, etc.).
2. Searching check register listings for unrecorded items or checks written during the fiscal year.

3. Converting bank or investment activity statements to Excel to provide for a quick listing of deposits for an entire period/year.
4. Converting vendor file information to Excel and comparing employee files with addresses for any similar or unusual items related to vendor files.
5. Analyzing general ledger detail transactions and journal entries for effective and efficient testing of all activity for the fiscal year as compared to the prior year.
6. Downloading trial balances, detail journals, and selected transaction files into our software through IDEA.

The trial balance downloaded will then be used to agree to the ultimate draft of the Town's financial statements ensuring that all adjustments and balances are brought forward into the financial statements and providing a clean audit trail for review and support of the Town's financial statements. Should the Town desire a need for our computer aided techniques for non-audit purposes, we would be happy to assist management with our expertise in data extraction and analysis.

Workflow Software and Ability to Work in Remote Environment

In addition to the usage of technology above, our Firm uses the workflow management tool called Suralink. This platform combines a dynamic and digital client assistance list, assignment workflow, and secure file hosting to deliver a more efficient and organized engagement for our clients and audit team. For the first time, everyone involved in the engagement will have a real time view of the document collection process.

Suralink features include:



In addition to the above accumulation of information electronically via the use of Suralink, Mauldin & Jenkins is very effective in working from a remote environment if requested or necessary. In prior audits, our governmental clients have allowed us read-only access to their systems and we are able to run reports, view purchase orders, invoices, reconciliations, etc. with this access. Our staff are very accustomed to working in this manner to reduce the overall disruption the annual audit otherwise could create for our clients. This has become even more important during the pandemic situation to continue to be able to serve our clients while not being able to physically be with our clients.

Identification of Anticipated Potential Audit Problems

Single Audits

Single audits can be quite cumbersome - especially during a time when new programs are being created and new funding streams are available from the Federal government. Since 2020, we have seen a significant amount of new Federal funding made available via the Coronavirus Aid, Relief, and Economic Security Act ("CARES"), the Omnibus Appropriations and Coronavirus Relief Package, the American Rescue Plan Act, and most recently, the Infrastructure Investment and Jobs Act.

Obtaining the needed information from a compliance and financial perspective can be difficult for the auditor and auditee. We anticipate similar difficulties in performing the audit of the Town if a single audit is required. However, we do believe that with proper planning and communication by all sides, and with the assistance of Town personnel, all potential problems should be easily overcome. Additionally due to the issues associated with the Hurricane Ian aftermath, we have already been involved with a lot of the Town's federal awards and programs and have more insight as to the requirements that the Town has than that of other Firms.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (**the Uniform Guidance**), entails more than 100 pages of regulations in applying for, managing, and auditing federal grants and cooperative agreements. The Uniform Guidance includes many complex requirements for you as the auditee to adhere to – including those related to procurement (which seemingly continue to evolve), sub recipient monitoring, and indirect costs. We have a very good understanding of both the auditor and grant recipient requirements of the Uniform Guidance, and are available to assist you in adhering to the provisions thereof.

Additionally, we are active members of the AICPA's Government Audit Quality Center (GAQC) which continues to provide significant updates and guidance to the funding created by the Federal government in response to the COVID-19 pandemic. As members of the GAQC, we have direct access to the information as soon as it is made available and can be a valued resource to the Entity as a recipient of any of this new funding.

Other Potential Problems

In addressing any issue, communication and timely resolution are critical. Mauldin & Jenkins prides itself in developing professional relationships and rapport with clients which facilitate open and honest communication. Mauldin & Jenkins' stance would be based on reporting meaningful information to the financial statement users, but understanding that the financial statements are the Town's representations. To do less would compromise our independent status.

We use the following approach to seek a mutually agreeable resolution of accounting and reporting issues:

- **Step 1**: Define and understand the issue through discussion with the Town's management and verified audit information.
- **Step 2**: Make an initial assessment of the impact of alternative accounting treatments.
- **Step 3**: If the impact has significant potential, gather research which may include the following: obtain the Town's research and rationale for their position; gather additional details; draw on common practices within other similar sized governments; utilize recognized Firm experts.
- **Step 4**: Discuss with Town staff the Firm's preferred position and rationale.
- **Step 5**: Resolve the issue.

Templates or Examples

As the Town can attest to, our Firm is very flexible in the information and format of the information that is provided to us from our audit test work requests. As such, the information that has been previously provided to us in prior audits has been satisfactory and has met all of our testing needs. Therefore, we do not require the Town to put request items into any particular format or template. If there is something new however, where the Town needs assistance we will gladly provide the Town with samples and or templates to make the process easier on Town personnel. Having the large governmental practice that we do, allows us to provide numerous examples if needed.

Communication

As noted previously, our process is to communicate with Town officials throughout the year. We want the Town to reach out to us if and when significant unusual transactions take place to ensure that they are recorded correctly initially and not just reviewed/corrected after year-end. We will also communicate with Town officials throughout the audit process to ensure timely completion of all activities needed to ensure delivery by the end of March of each year. Also, as noted above, via the use of suralink, everyone within the audit process will be able to open and review the up to the minute status of requested items. The status goes both ways, allowing us to know if the Town has or has not yet provided information, and allows the Town to know if we've reviewed and accepted the information or not.

When it comes to requesting items for audit support and testing, we first obtain information from what the Town has provided and prepared in past audits to determine if we are able to also utilize. As such we do not require our clients to put things into our formats or templates. We use what the Town has so that the Town is not having to reinvent the wheel to get the audit process done. This is a very distinct difference from that of other firms who require supporting documents and schedules to be in a particular format.

GASB Statements

As noted throughout our proposal, we are very dedicated to the governmental industry. As such we are always educating ourselves on upcoming GASB statements. We do so with internal meetings, trainings, etc. Our staff are typically also training others via AICPA, FGFOA, and FICPA conferences by having our staff teach classes on these new standards. Additionally, as we've mentioned elsewhere, the current GASB chairman is a past partner of Mauldin and Jenkins. All of this training and focus on the industry allows us to always stay current with all current standards and those that may be applicable in the future. We will always keep the Town updated as to the upcoming standards that may be applicable to you and be able to assist you in the process of adoption.

Additional Services Available to the Town

Governmental Attestation Services

Other attestation services beyond financial and compliance audits which Mauldin & Jenkins currently provides to our clients include:

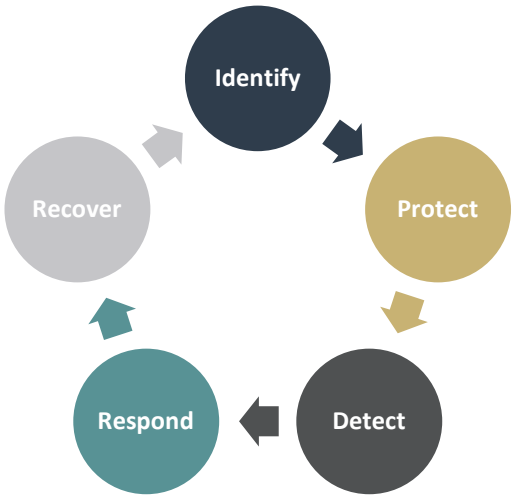
- Forensic audits
- Performance audits
- Information systems audits
- Cybersecurity assessments
- Agreed-upon procedures
- Bond issuance services
- Capital asset inventory services

Governmental IT Solutions

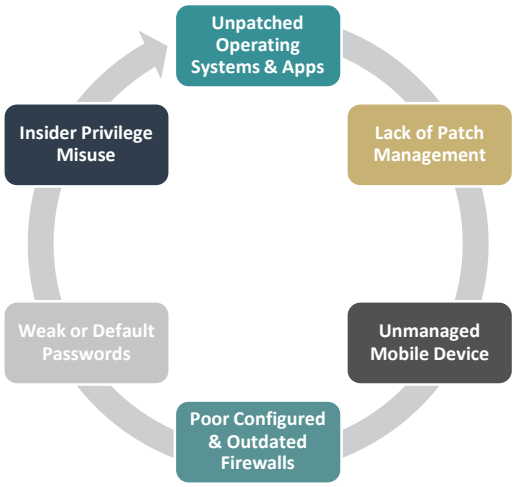
As noted above, Mauldin & Jenkins performs various IT attestation and non-attestation services. The following are three such services:

Cybersecurity Framework Engagements

With governments dealing with IT ransoms, cybersecurity is one of the top issues on the minds of nearly every government (large and small). Managing this business issue is especially challenging. A government with a highly mature cybersecurity risk management program still has a residual risk that a material cybersecurity breach could occur and not be detected in a timely manner.



Services can be provided via: (1) attestation engagements, or (2) consulting engagements. The AICPA has established standards for performing attestation engagements in this arena with the issuance of the SOC for Cybersecurity as part of its suite of System and Organization Controls (SOC) reporting. Consulting services can be provided while not compromising auditor independence.



System Vulnerability Assessments Engagements

This is the process of defining, identifying, classifying and prioritizing vulnerabilities in computer systems, applications and networks infrastructures, and providing an assessment with necessary knowledge, awareness and risks to understand the threats to determine appropriate reactions. Using specialized tools and applications, we can access networks to scan with automated tools and interrogate every device connected to network with the objective of searching for misconfigurations, unsupported software, missing software updates and patches, etc.

Penetration Testing Engagements

This is the practice of testing a computer system to find security vulnerabilities that a hacker/attacker could exploit using automation or manual applications. The process involves gathering information about the target before the test, identifying possible entry points, attempting to break in – actually or virtually – and reporting back the findings. Tests come from external or internal angles of entry. Our main objective is to identify security weaknesses. Penetration testing can also be used to: test an organization's security policy; its adherence to compliance requirements; its employees' security awareness; and, the government's ability to identify and respond to security incidents.



We would like to express our sincere appreciation for the quality of service provided by the staff of Mauldin & Jenkins. We would like to thank you for the level of detail and accountability you have demonstrated on this project and the way you conduct business as a whole. Our team could not be more satisfied with your work and we look forward to continuing this relationship

Angela Jackson, City of Fairburn, Finance Director

Governmental Advisory Services

Beyond traditional audit and accounting services and IT services, we provide advisory services that are wide-ranging in nature. Our experienced government advisory team helps governments, governmental agencies and special purpose governmental organizations balance fiscal responsibility with the latest business strategies to achieve targeted and overarching objectives. Our advisory services can be summarized via the following chart:

Strategy	***Transformation***	***Operational Efficiency and Effectiveness***	***Performance and Management***
Develop and define future visions, goals, and objectives.	*Allow for the successful change from current to desired environment or outcome.*	*Ensure business processes and service delivery are provided in a manner maximizing targeted goals.*	*Ensure outputs and outcomes are producing desired results.*

Report Format

Sample

MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Report

Honorable Mayor, Town Council and Town Manager
Town of Fort Myers Beach, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Fort Myers Beach, Florida (the "Town"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town as of September 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof and the budgetary comparisons for the General Fund, Gas Tax Fund, Building Fund, and Beach Access Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 12, schedule of the changes in the total OPEB liability on page 48 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, *Local Governmental Entity Audits*, Rules of the Auditor General, and is also not a required part of the basic financial statements of the Town. The combining nonmajor fund financial statements and the schedule of expenditures of federal awards and state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements and the schedule of expenditures of federal awards and state financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 15, 2026, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

Bradenton, Florida
June 15, 2026

Sample

MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Honorable Mayor, Town Council and Town Manager
Town of Fort Myers Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Fort Myers Beach, Florida (the "Town"), as of and for the year ended May 31, 2026, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated June 15, 2026.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bradenton, Florida
June 15, 2026

Sample

MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and on Internal Control Over Compliance Required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General

Honorable Mayor, Town Council and Town Manager
Town of Fort Myers Beach, Florida

Report on Compliance for Each Major Federal Program and State Project

Opinion on Each Major Federal Program and State Project

We have audited the Town of Fort Myers Beach, Florida's (the "Town") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* and the requirements described in the *Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on each of the Town's major federal programs and state projects for the year ended September 30, 2025. The Town's major federal programs and state financial assistance projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2025.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General. Our responsibilities under those standards, the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Town's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Town's federal and state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of each major federal program and state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Town's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

Bradenton, Florida
June 15, 2026

Sample

Town of Fort Myers Beach, Florida

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

NOTE 1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards and state financial assistance includes the federal and state grant activity of the Town of Fort Myers Beach, Florida (the "Town"), and is presented on the modified accrual basis of accounting.

The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and Chapter 10.550, Rules of the Auditor General of the State of Florida. Therefore, some amounts presented in the schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

NOTE 2. DE MINIMIS INDIRECT COST RATE

The Town chose not to use the 10% de minimis cost rate for the year ended September 30, 2025.

NOTE 3. NON-CASH AWARDS

The Town did not receive non-cash federal or state awards during the year ended September 30, 2025.

NOTE 4. CONTINGENCIES

Grant monies received and disbursed by the Town are for specific purposes and are subject to review by the grantor agencies. Such audits may result in disallowed expenditures under the terms of the grants. Based upon prior experience, the Town does not believe that such disallowances, if any, would be material.

NOTE 5. LOANS OUTSTANDING

The Town had $50,656,151 in State Revolving Fund loans outstanding at September 30, 2025.

Sample

Town of Fort Myers Beach, Florida

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

SECTION I
SUMMARY OF AUDIT RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting: Material weaknesses identified?	___ yes __X__ no
Significant deficiencies identified not considered to be material weaknesses? reported	___ yes __X__ none
Noncompliance material to financial statements noted? reported	___ yes __X__ none

Federal Programs and State Financial Assistance Projects

Internal control over major federal programs and state projects: Material weaknesses identified?	___ yes __X__ no
Significant deficiencies identified not considered to be material weaknesses? reported	___ yes __X__ none
Type of auditor's report issued on compliance for major federal programs and state projects:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with the 2 CFR 200.516(a) and Chapter 10.550, Rules of the Auditor General?	____ yes __X__ no

Identification of major federal program:

AL Number	Name of Federal Program or Cluster
97.036	U.S. Department of Homeland Security – Disaster Grant – Public Assistance
21.027	U.S. Department of Treasury – Coronavirus State and Local Fiscal Recovery Funds

Sample

Town of Fort Myers Beach, Florida

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

SECTION I (CONTINUED)
SUMMARY OF AUDIT RESULTS

Identification of major state financial assistance project:

CSFA Number	Name of State Program or Cluster
40.012	Florida Department of Commerce – Local Economic Development Initiatives
31.081	Florida Division of Emergency Management – Local Agency – Beach Renourishment
37.113	Florida Department of Environmental Protection – Beach Management Funding
40.038	Florida Department of Commerce - Division of Housing and Community Development

Dollar threshold used to distinguish between Type A and Type B federal programs:	$750,000
Dollar threshold used to distinguish between Type A and Type B state projects:	$795,983
Auditee qualified as low-risk auditee?	____ yes __X__ no

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES

None reported

SECTION III
FEDERAL PROGRAMS FINDINGS AND QUESTIONED COSTS

None noted.

SECTION IV
STATE PROJECTS FINDINGS AND QUESTIONED COSTS

None noted.

Sample

Town of Fort Myers Beach, Florida

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

SECTION V
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

None.

Sample

MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Management Letter

Honorable Mayor, Town Council and Town Manager
Town of Fort Myers Beach, Florida

Report on the Financial Statements

We have audited the financial statements of the Governmental Marketing PERMANENT (the "Town"), as of and for the fiscal year ended May 31, 2026, and have issued our report thereon dated June 15, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in these reports, which are dated June 15, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The Town discloses this information in the notes to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c, Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. The Town does not have any special district component units.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the Town's geographical boundaries during the fiscal year under audit.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, require us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Mayor and Members of the Town Council Members, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Bradenton, Florida
June 15, 2026

Sample

MAULDIN & JENKINS
CPAs & ADVISORS

Independent Accountant's Report

Honorable Mayor, Town Council and Town Manager
Town of Fort Myers Beach, Florida

We have examined the Town of Fort Myers Beach, Florida's (the "Town") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2025. Management of the Town is responsible for the Town's compliance with those requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Town's compliance with specified requirements.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the Town complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2025.

This report is intended solely for the information and use of the Town and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Bradenton, Florida
June 15, 2026

Certificates of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/2025

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

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

PRODUCER	CONTACT NAME: Porsche Hooper	
PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139	PHONE (A/C, No, Ext): (770) 858-7540	FAX (A/C, No): (770) 858-7545
	E-MAIL ADDRESS: porsche.hooper@pninsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	AllAmerica Financial Benefits	41840
INSURER B :	Hanover Insurance Company	524210
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Mauldin&Jenkins, LLC 200 Galleria Pkwy SE Ste 1700 Atlanta GA 30339-5946

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			Z2AJ466092	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ Included $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z2AJ466092	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			Z2AJ466092	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W2AJ448906	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Employment Practices Liability			LHAJ289307-02	01/23/2025	01/23/2026	Employment Practices	$3,000,000

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

CERTIFICATE HOLDER

Information Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2025

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

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

PRODUCER Lemme, A Division of EPIC 111 West Campbell Street 4th Floor Arlington Heights IL 60005	CONTACT NAME: Cathy Kuehl PHONE (A/C, No, Ext): 847-385-6800 FAX (A/C, No): E-MAIL ADDRESS: PSGcerts@lemme.com
INSURED MAULJEN Mauldin & Jenkins, LLC 200 Galleria Parkway, Suite 1700 Atlanta GA 30339-5918	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : MSIG Specialty Insurance USA Inc. — 34886 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1605448733 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			MSTAPL00029	1/23/2025	1/23/2026	$1,000,000 $1,000,000	Each Claim Aggregate

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

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CKuehl

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Continued advancements, opportunities & solutions to drive us into the **future**

INSPIRATION.

A **culture** guided by our vision of service and community

MAULDIN & JENKINS

www.mjcpa.com

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: January 6, 2026

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

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

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

Company Name: Mauldin & Jenkins, LLC

Wade P Sansbury Partner 1/6/26
(Signature) (Title) (Date)

STATE OF Florida COUNTY OF Manatee

The foregoing instrument was signed and acknowledged before me this 6th day of January, 2026, by Wade P. Sansbury who has produced
(Print or Type Name)

Personally Known to Me as identification. (Type of Identification and Number)

Jacqualyn McGlaughlin
Notary Public Signature

Jacqualyn McGlaughlin
Printed Name of Notary Public

HH680862 / 7/12/2029
Notary Commission Number/Expiration

Vendor Conflict of Interest
Disclosure Statement
Information and Instructions

The award of this contract is subject to the provisions of Chapter 112, Part III, Florida Statutes. The Town requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of $7,500.00.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Town Clerk, with a copy retained by the Finance Department.

- The Town will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Town discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Town.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest. "Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

“Person” means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
“Public Official” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

“Relative” means and individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law. mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engages to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

“Vendor” means(1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualification, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of $7,500.00 with the Town.

INSTRUCTIONS
Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

TOWN OF FORT MYERS BEACH
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

NAME OF VENDOR Mauldin & Jenkins, LLC

NAME OF PERSON COMPLETING FORM Wade P. Sansbury

RELATIONSHIP TO VENDOR None

ADDRESS 1401 Manatee Avenue West, Suite 1200

CITY, STATE, ZIP TELEPHONE NUMBER Bradenton, Florida 34205

EMAIL ADDRESS wsansbury@mjcpa.com PHONE NUMBER 941-741-2255

This form is provided in connection with:

___ Invitation to Bid (specify) _____
_X_ Request for Proposal / Qualifications (specify) RFP-26-04-FN
___ Other (specify) _____

1. List below the name(s), titles and address(es) of all public officials and employees of the Town having an employment or contractual relationship with the Vendor and describe the nature and extent of the relationship.

   NONE

2. List below the name(s), titles and address(es) of all relatives of public officials and employees of the Town having an employment or contractual relationship with the Vendor, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

NONE

3. List below the name(s), titles and address(es) of all public officials and employees of the Town having any direct or indirect financial interest in the Vendor (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

NONE

4. List below the name(s), titles and address(es) of all relatives of public officials and employees of the Town having any direct or indirect financial interest in the Vendor (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

NONE

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

We are not aware of any circumstances that may give rise to a conflict of interest.

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

Signature  Date 1/6/2026

Printed Name Wade P. Sansbury Title Partner

MAULDIN & JENKINS
mjcpa.com
1401 Manatee Avenue West, Suite 1200
Bradenton, FL 34205



Town of Fort Myers Beach

RFP No. 26-04-FN
Cost Proposal to Provide Financial Auditing Services
To the Town of Fort Myers Beach, Florida
Fiscal Years September 30, 2025 - 2027

Mauldin & Jenkins, LLC Certified Public Accountants
Contact Person: Wade P. Sansbury, CPA, Partner
Phone: 941-747-4483
Fax: 941-747-6035
Email: wsansbury@mjcpa.com
January 7, 2026 | 2:00 PM

ELECTRONIC SUBMISSION

Going Further.

MAULDIN & JENKINS

Letter of Transmittal

January 7, 2026

Town Clerks Office
Town of Fort Myers Beach
6231 Estero Blvd
Fort Myers Beach, Florida 33931

Ladies and Gentlemen:

We appreciate the opportunity to propose on providing audit services to the Town of Fort Myers Beach, Florida (the "Town"), and we are pleased to submit a qualifications package including cost estimates to provide annual financial and compliance auditing services for the Town. The contract for such audit services will be for the fiscal years ending September 30, 2025 through 2027.

As requested by the Town, below we have listed an all-inclusive maximum fee for each audit engagement for the fiscal years noted above. This cost proposal contains all pricing information relative to the performance of the audit. Please see the following pages for additional information.

As partner at Mauldin & Jenkins, LLC, Wade P. Sansbury is certified and authorized to represent Mauldin & Jenkins, empowered to submit the bid, and authorized to sign a contract with the Town. We appreciate the opportunity to propose, and we look forward to hearing from you.

Sincerely,
MAULDIN & JENKINS, LLC

Wade P. Sansbury, CPA, Partner
wsansbury@mjcpa.com
1401 Manatee Avenue West, Suite 1200
Bradenton, Florida 34205
Fed Tax ID: 58-0692043
941-741-2255 (direct)
941-747-6035 (fax)

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE 2025 FINANCIAL STATEMENTS

	Hours	Hourly Rate		Total
Partners	40	350	$	14,000
Managers	120	250		30,000
Staff Professionals	170	180		30,600
Total for Services Described in RFP	330		$	74,600
Out-of-pocket expenses:				
Meals and lodging			$	1,000
Transportation			$	700
Mauldin & Jenkins discount from standard fees and expenses			$	(24,500)
Single Audit (Per Major Program)			$	5,500
Florida AFR Preparation			$	2,000
Total all inclusive not to exceed price for 2025 audit			$	59,300

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE 2026 FINANCIAL STATEMENTS

	Hours	Hourly Rate		Total
Partners	40	350	$	14,000
Managers	120	250		30,000
Staff Professionals	170	180		30,600
Total for Services Described in RFP	330		$	74,600
Out-of-pocket expenses:				
Meals and lodging			$	1,000
Transportation			$	700
Mauldin & Jenkins discount from standard fees and expenses			$	(23,200)
Single Audit (Per Major Program)			$	5,750
Florida AFR Preparation			$	2,100
Total all inclusive not to exceed price for 2026 audit			$	60,950

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE 2027 FINANCIAL STATEMENTS

	Hours	Hourly Rate		Total
Partners	40	355	$	14,200
Managers	120	255		30,600
Staff Professionals	170	185		31,450
Total for Services Described in RFP	330		$	76,250
Out-of-pocket expenses:				
Meals and lodging			$	1,500
Transportation			$	500
Mauldin & Jenkins discount from standard fees and expenses			$	(23,850)
Single Audit (Per Major Program)			$	6,000
Florida AFR Preparation			$	2,200
Total all inclusive not to exceed price for 2027 audit			$	62,600

Pricing Schedule

Our fees include provision for the conduct and performance of the respective financial/compliance audits of the Town. Our invoices for these fees will be rendered as work progresses as a percentage of completion and will be payable upon presentation. Time included within the proposal does include provision for a presentation of the final audit report to the Town Board.

***Important Notes to be Considered*:**

Note (1) – Unlimited Correspondence: It is Mauldin & Jenkins' policy to not charge for routine conversations that occur between the Town and Mauldin & Jenkins. We encourage communication throughout the year. If significant research is involved, we will discuss with you any potential fees prior to beginning.

Note (2) – Free Periodic Continuing Education: As noted in our technical proposal, we provide free continuing education classes to our clients. This could amount to approximately $1,000 of annual savings for the Town's estimated finance department per person.

Note (3) – Additional Services: If it should become necessary for the Town to request Mauldin & Jenkins to provide any additional services (such as bond assurances, etc.), then such additional work shall be performed only if set forth in an addendum to the contract between the Town and Mauldin & Jenkins.

Note (4) – No Hidden Fees or Costs: The pricing schedules contain all pricing information relative to performance of the audit as required by the Town including all reimbursement for travel, lodging, communications, etc. Our estimated number of hours and the associated fee estimate indicated are based on our professional judgment and experience with similar governmental entities. So long as there are no significant changes in the operations of the Town and or the scope of services requested or significant problems requiring additional time, our quoted fees will not change.

Note (5) – Single Audit Costs: As the City requested an all-inclusive maximum price, our proposed fees include a base fee for the performance of the Town's financial and compliance audit. Because the Town does not always meet the Single Audit requirement, we have provided pricing for it separately. Our proposed fees will be per major federal or state program.



INTEGRITY.

100+ year history of quality & expertise

INNOVATION.

Continued advancements, opportunities & solutions to drive us into the **future**

INSPIRATION.

A **culture** guided by our vision of service and community

MAULDIN & JENKINS

www.mjcpa.com

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Wade P Sansbury Date: 1/6/2026

Application or Contract ID Number: RFP-26-04-FN

Name of Authorized Individual Application or Contractor: Wade P. Sansbury

Address of Organization: 1401 Manatee Avenue West, Suite 1200; Bradenton, FL 34205

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Wade P Sansbury Date: January 6, 2026

Application or Contract ID Number: RFP-26-04-FN

Name of Authorized Individual Application or Contractor: Wade P. Sansbury

Address of Organization: 1401 Manatee Avenue West, Suite 1200; Bradenton, FL 34205

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Town of Fort Myers Beach
(print name of public entity)

by Wade P. Sansbury, Partner
(print individual's name and title)

for Mauldin & Jenkins, LLC
(print name of entity submitting sworn statement)

whose business address is 1401 Manatee Avenue West, Suite 1200; Bradenton, FL 34205

and (if applicable) its Federal Employer Identification Number (FEIN) is 58-0692043
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

_____
(Signature)

Sworn to and subscribed before me this 6th day of January, 20 26

Personally known X

OR Produced Identification _____

_____
(Type of Identification)

Notary Public – State of Florida

My Commission expires 7/12/2029

Jacqualyn McGlaughlin
(Printed typed or stamped commissioned name of notary public)

Jacqualyn McGlaughlin
Notary Public
State of Florida
Comm# HH680862
Expires 7/12/2029

(Rev. 3/20/07)

RFP FORM A

Proposer: Mauldin & Jenkins, LLC

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL TO BE DEEMED RESPONSIVE.

a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If there is a partnership, state the names of all partners. If there is a trade name, state the names of the individuals who do business under the trade name.)

   i. The correct and full legal name of the Proposer is: Mauldin & Jenkins, LLC

   ii. The business is a (Sole Proprietorship) (Partnership) (Corporation). Limited Liability Corp

   iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: None

b. Please describe your company in detail. Please see our detailed proposal

c. The address of the principal place of business is: 1401 Manatee Ave West, Suite 1200; Bradenton, Florida 34205

d. Company telephone number and e-mail addresses: 941-747-4483 wsansbury@mjcpa.com

e. Number of employees: 748

f. Name of employees to be assigned to this Project: Wade Sansbury, Partner; Daniel Anderson, Partner

g. Company identification numbers for the Internal Revenue Service: 58-0692043

h. Provide Lee County business tax receipt number, if applicable, and expiration date: Not applicable

i. How many years has your organization been in business? Does your organization have a specialty? M&J has been in business since 1918 (108 years). We specialize in attest work primarily governmental, non-profit, banking, and for profit companies.

j. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed. Please see our detailed proposal.

k. Have you ever failed to complete any work awarded to you? If so, where, and why? No.

l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

As can be seen in our detailed proposal, we have numerous similar contracts being served by many of our staff professionals. However during the period for which the Town is ready, all other contracts will be completed.

m. Provide the following information for any subconsultants you engage, if awarded the contract.

Subcontractor Name	Address	Work to be Performed
Not applicable - we do not intend on using any subconsultants.		

The foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: Mauldin & Jenkins, LLC

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Scott Skipper
   Title of Contact: Accounting Manager Email: sskipper@cityofnorthport.com
   Telephone Number: 941-429-7108 Fax Number: 941-429-7209
   Project: City of North Port, Florida annual financial and compliance Audit

2. Name of Contact: Sue Smith
   Title of Contact: Finance Director Email: ssmith@longboatkey.org
   Telephone Number: 941-316-6882 Fax Number: 941-316-1656
   Project: Town of Longboat Key, Florida annual financial and compliance audit

3. Name of Contact: Jeffery Snyder
   Title of Contact: Finance Director Email: jsnyder@tequesta.org
   Telephone Number: 561-768-0424 Fax Number: 561-768-0699
   Project: Village of Tequesta, Florida annual financial and compliance audit

4. Name of Contact: Crystal Feast
   Title of Contact: Finance Director Email: cfeast@capecoral.gov
   Telephone Number: 239-574-0491 Fax Number: N/A
   Project: City of Cape Coral, Florida annual financial and compliance audit

RFP Form C

Proposer: Mauldin & Jenkins, LLC

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH A PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: Mauldin & Jenkins, LLC

Name of authorized representative of Proposer: Wade P. Sansbury

Project Cost

Item	# of Units for evaluation purposes Only	Price Per Unit
Financial Statement Audit	1	$ 51,800
Federal or State Single Audit	1	$ 5,500
Florida AFR Preparation	1	$ 2,000
		$
		$
		$
		$
TOTAL PRICE	**$** 59,300	

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.
The Total Unit Price Cost shall include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

NOTE: The above quoted fees are for the year ended September 30, 2025.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Unit Rate
Blended Rate for all staff Levels	225
Add rows as necessary	

By: Mauldin & Jenkins, LLC Date: 1/6/26

Name: Wade P. Sansbury

Title: Partner

RFP FORM D

Proposer: Mauldin & Jenkins, LLC

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business: Mauldin & Jenkins, LLC

By: Wade P Sansbury
Signature

Print Name and Title: Wade P. Sansbury, Partner

Mailing Address: 1401 Manatee Avenue West, Suite 1200; Bradenton, FL 34205

[1]STATE OF FLORIDA)
COUNTY OF Manatee)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 6th day of January, 2026, by means of (X) physical presence or ( ) online notarization, personally appeared Wade P. Sansbury as Partner of the Company, (X) who is personally known to me or ( ) who has produced _____ as identification.

Jacqualyn McGlaughlin Jacqualyn McGlaughlin

NOTARY PUBLIC – State of Florida
My commission expires: 7/12/2029

Jacqualyn McGlaughlin
Notary Public
State of Florida
Comm# HH680862
Expires 7/12/2029

My commission expires:

ADDENDUM TO REQUEST FOR PROPOSALS

RFP-26-04-FN **Addendum No.: 1**

PROJECT NAME:
Financial Auditing Services

Date of Issue: December 8, 2025

Correction to the Fiscal Year referenced in the Background section of the Legal Notice to Proposers:

The Fiscal Year referenced should be "September 30, 2025", not "September 30, 2026". The Fiscal Year references throughout the remainder of the document correctly reference September 30, 2025.

Questions Received via Email

1. Does the auditing firm need to have an office in Lee County to submit a proposal?
   No, it is not necessary to have an office in Lee County.

2. How many active FEMA, state disaster, and infrastructure grants do you expect to be open during FY 2026–2028, and which programs present the greatest compliance or reporting challenges?

   The time frame is actually 2025-2027. (As mentioned above in the correction, the time period covered by this RFP are the Fiscal Years ending September 30, 2025 and the two subsequent Fiscal Years.)
   - **Fiscal Year 2025 has approximately 13 FEMA, state disaster, and infrastructure grants, including:**
     - **American Rescue Plan Act (ARPA)**
     - **Hurricane Ian**
     - **Hurricane Helene**
     - **Hurricane Milton**
     - **Estero Blvd Lighting grant**

- **Bay Oaks Recreational Campus Redevelopment grant**
- **Beach renourishment grants**
- **Drinking Water Grant**
- **Stormwater grant**
- **New Town Hall grant**
- **CDBG-DR Grant for Planning**
- **CDBG-DR Grant for Park & Recreation**
- **CDBG-DR Grant for North Water Tower**
- **Hurricane Ian presents the most complex compliance and reporting challenge, perhaps followed by Hurricanes Milton and Helene.**

- **Fiscal Year 2026 is anticipated to have the same 13 FEMA, state disaster, and infrastructure grants mentioned above.**
- **Fiscal Year 2027 may have continuing expense for Hurricane Ian, and probably new beach renourishment grants, as well as Drinking Water, Stormwater, and CDBG-DR grant expenditures for Park & Recreation and the North Water Tower.**

3. Do you anticipate continuing Single Audit coverage each year, and have there been any material findings, questions about costs, or repeat issues in recent audits that the Town wants proactively addressed?

   We anticipate the potential of continuing Single Audit coverage each year, but the number will depend upon actual expenditures. There were two material internal control findings in the Fiscal Year 2024 audit that have been addressed and are not expected to be an ongoing issue. There have been no questions about costs.

4. What are the Town's target dates for draft financial statements, exit conferences, and final issuance, and where have timing constraints arisen in prior audit cycles?

   We are striving to have the audit for Fiscal Year ending September 30, 2025 completed by June 30, 2026, with draft financial statements issued in mid-June. However, there has been a complete turnover in the finance department staff, and we are very behind in closing out fiscal year 2025 and do not expect final audit fieldwork to begin in earnest until May. We would like the audit report to be presented to our audit committee. (It may be presented remotely.)

5. How complete and audit-ready are current PBC schedules (SEFA, capital assets, debt, grants receivable/deferred inflows), and which areas historically require the most auditor assistance?

   We do not have anything ready yet for Fiscal Year 2025 and probably won't be ready until April/May. We have typically provided auditors with our version of the above list on the fly, and they have provided assistance with refining them and finalizing them. We may need guidance implementing any new standards.

6. Are there specific internal control areas—such as procurement, emergency expenditures, FEMA reimbursement, or payroll—that Town management or Council would like deeper audit emphasis on?

   We are concerned about all the above. However, FEMA and FDEM have focused heavily on reviewing procurement, emergency expenditures and FEMA reimbursement, so there is probably not much more added value to be obtained by a deeper audit emphasis in these areas. Normal audit emphasis on payroll should be sufficient, as there are no concerns in that area.

7. Does the Town expect the audit firm to involve specialists (IT, grants, pensions/OPEB, or compliance), and if so, how should that be reflected in pricing and staffing transparency?

   The Town assumes that the audit firm will provide competent personnel to perform a normal audit and required single audits. We are not expecting anything more than that.

8. How has staffing turnover or capacity in the Finance Department changed since FY 2023, and how should the audit team best coordinate to minimize disruption?

   Yes, there has been much turnover and ongoing vacancies in the Finance Department since FY2023. This has caused the Finance Department to be several months behind in recording transactions and reconciling accounts. It is best to coordinate audit requests through the Finance Director and Assistant Finance Director. The new staff are very capable and competent; however it will take time to get caught up.

9. Are there specific disclosures, estimates, or accounting judgments that have drawn Council, public, or media scrutiny in recent years?

   No, there is nothing of that nature here.

10. How does the Town define and approve out-of-scope services (e.g., FEMA consulting, accounting memos, GASB implementation), and how often have such task orders been issued historically?

    We typically do not have a need to utilize out-of-scope services. However, this past year, we did ask the auditors to prepare the Annual Financial Report (AFR) for the state as well as the SEFA, which was outside of the scope of the contractual services. We've included the preparation of the AFR and the SEFA in this scope of the services in the current solicitation. These task orders were initiated by the finance director and were submitted to the partner in charge of the engagement.

11. At the end of year one, what would make the Town say the audit engagement was a success beyond “no findings” (e.g., fewer adjustments, faster issuance, better grant coordination)?

    The provision of templates for audit schedules along with clear guidelines as to how they should be completed, flexibility in adjusting to delays in our being able to provide requested information, and the provision of education that would help us establish best practices in terms of policies and procedures and internal controls appropriate for our size and environment.

12. Does the town have a budget for the contract, and can the prior fees be shared?

    We currently have a budget of approximately $93,000.

Mauldin & Jenkins

Company Name and Signature

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

CITRINCOOPERMAN®



PROPOSAL FOR

The Town of Fort Myers Beach, Florida

2025

REQUEST FOR PROPOSAL
FINANCIAL AUDITING SERVICES

RFP-26-04-FN

Due on January 7, 2026

Citrin Cooperman
6550 N Federal Highway, 4th Floor
Fort Lauderdale, FL 33308

Phone: 954-771-0896

Contact: Sardou Mertilus
Email: smertilus@citrincooperman.com



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TRANSMITTAL LETTER

January 7, 2026

Town Clerks Office
The Town of Fort Myers Beach, Florida
6231 Estero Blvd
Fort Meyers Beach, Florida 33931

Town Clerks Office:

We welcome and appreciate the opportunity to present this proposal to provide audit services to the Town of Fort Myers Beach, Florida (the "Town"). Our team is passionate about developing strong relationships with each of our clients while delivering unparalleled service. Our objective is to provide quality and timely services that exceed expectations. Our proposed engagement team includes fully dedicated government professionals who will serve the Town throughout the engagement to ensure that **deadlines are met and reports are issued in a timely manner**. We will work with you and your team through all aspects of the engagement outlined in our proposal.

GOVERNMENTAL EXPERIENCE

Citrin Cooperman has been dedicated to the public sector for over 45 years by providing professional services to municipalities, special taxing districts, charter schools and other governmental entities helping many achieve the Certificate of Achievement for Excellence in Financial Reporting. By making the public sector a focus of our firm, we have the technical expertise to keep our clients informed of any upcoming technical pronouncements well in advance. This commitment allows us to deliver an unmatched level of service to our clients, with some municipalities being our client for over forty years.

EXPERIENCED PROFESSIONALS

Our proposed audit team for this engagement has extensive governmental experience, including municipalities comparable to the size and scope of your Town. The professionals assigned to your engagement have exceeded the mandatory continuing professional education requirements and are dedicated to the public sector by working almost exclusively on governmental entities. Because of our time spent working with governments, we are specialists when it comes to the particulars of governmental accounting and the increasing amount of other issues facing many local governments.

EFFICIENT TRANSITION

We have a great deal of experience with transitioning accounts between Partners and can guarantee a smooth process with minimal disruption to Town staff and operations. We accomplish this with our engagement team's extensive governmental experience, detailed planning and constant communication with you. We strive to bring additional value by identifying issues that you may not see and to help initiate ideas to enhance your organization. Our objective is to provide value beyond our financial and compliance audits.

SCOPE OF SERVICES

In preparing our proposed audit plan, we reviewed the Town's RFP, prior financial statements and the 2025 adopted budget. The following proposal reflects our understanding of your needs and illustrates the approach we will take in providing the professional services required for your Town.

Citrin Cooperman is committed to performing the auditing services within the prescribed time frame as outlined in the Town's request for proposal. We hereby attest to our authority to submit this proposal and to individually bind Citrin Cooperman to perform this audit in accordance with the resulting contract agreement should the firm be selected. This proposal is a firm and irrevocable offer for a period (120) days from the date of the proposal.

The following individual is authorized to make representations for the firm:

Sardou Mertilus
Citrin Cooperman
6550 North Federal Highway, 4th Floor
Ft. Lauderdale, Florida 33308
954-771-0896
smertilus@citrincooperman.com

Our goal is to provide valuable services and contribute to your success by delivering solutions that are just right for you, all at a very competitive rate. We hope that our client service philosophy, expertise, and reputation for quality will be major factors you consider when evaluating our firm. We would be honored to establish our relationship with your Town.

Very truly yours,

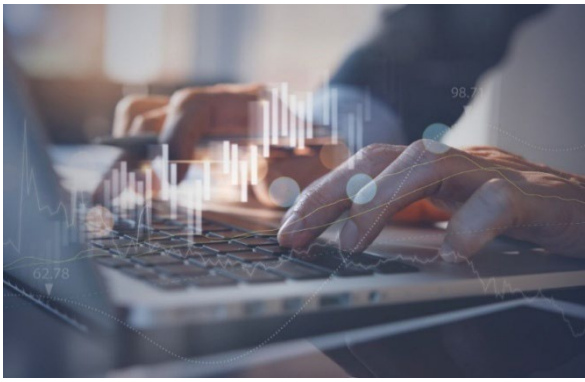


Sardou Mertilus
Partner
smertilus@citrincooperman.com
954-771-0896

"Citrin Cooperman" is the brand under which Citrin Cooperman & company, LLP, a licensed independent CPA firm, and Citrin Cooperman advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. The entities of Citrin Cooperman & company, LLP and Citrin Cooperman advisors LLC are independent member firms of the Moore north America, inc. (MNA) association, which is itself a regional member of Moore global network limited (MGNL). All the firms associated with MN are independently owned and managed entities. Their membership in, or association with, MNA should not be construed as constituting or implying any partnership between them.

TECHNICAL PROPOSAL

GENERAL REQUIREMENTS



We believe our proposal demonstrates the qualifications of the firm and of the staff to be assigned to this engagement. It also specifies an audit approach that will meet the RFP requirements. Our proposal addresses all the points outlined in the request and provides a straightforward, concise description of our capabilities to satisfy the requirements. We have prepared our proposal in a thoughtful manner, with consideration for the Town's current operational structure, culture, business goals, and initiatives. As the Town looks forward, with its growth potential and unique goals in mind, we see this opportunity to collaborate with you as a chance to offer a fresh perspective. We will never lose sight of your goals.

We understand you are seeking an established firm that 1) understands what is important to its operations, 2) has a partner-led engagement team with a consultative mindset, and 3) who understands your environment and has the sound solutions to help you with your business needs, including, but not limited to audit.

We will focus on providing you with shorter decision-making chains, more senior personnel involvement, a fee that is in line with the organization's operations and an empowered client service team. With over 3,500 employees and multiple offices around the country, Citrin Cooperman has resources and service lines to support your current and future business operations.

OUR CLIENT SERVICE APPROACH

Based on our understanding of the Town, here are some of the ways our service approach will allow us to effectively serve you:

Important client of the firm:
We have assembled a strong team consisting of members of firm leadership and will always have a sense of urgency to meet your needs

People:
Your engagement team is technically skilled and readily accessible, with extensive industry experience and a consultative mindset

Onboarding:
Seamless onboarding that will mitigate the risk of selecting a new firm; we are prepared to begin working upon your request

Results and value:
An appropriate fee based on the Town' size and operations.

INDEPENDENCE

Citrin Cooperman is independent of the Town of Fort Myers Beach, Florida as defined by generally accepted auditing standards. Our firm is also independent of any component unit of the Town as defined by those same standards. Citrin Cooperman has not had any professional relationships with the Town for the past five (5) years.

LICENSE TO PRACTICE IN FLORIDA

Citrin Cooperman is properly licensed in the State of Florida by the Department of Professional Regulation. Our license number is AD64727. Further, all members of the firm that are designated as Certified Public Accountants are properly licensed in the State of Florida.

FIRM QUALIFICATIONS AND EXPERIENCE

Citrin Cooperman is one of the nation's largest professional services firms. Since 1979, the firm has steadily built their business by helping organizations find practical, actionable solutions to help them meet their short-term needs and long-term objectives. Citrin Cooperman clients span an array of industry and business sectors and leverage a complete menu of service offerings. Citrin Cooperman & Company, LLP, a licensed independent CPA firm that provides attest services and Citrin Cooperman Advisors LLC, which provides business advisory and non-attest services, operate as an alternative practice structure in accordance with the AICPA's Code of Professional Conduct and applicable law, regulations, and professional standards. The entities include more than 450 partners and 3,500 total professionals.



Our approach ensures our professionals' primary focus stays where it counts - on building long-term client relationships. Our specialized team provides integrated general business consulting, accounting, and tax services to our clients. Rooted in our core values, our mission is to provide a comprehensive approach to traditional services with proactive business insights and guidance for our clients to help address their business and personal goals. We are a full-service professional services firm, and therefore we are well-suited to act as a one-stop shop for all services you need as you continue to grow and evolve. There are a host of industry resources available at Citrin Cooperman. If one of these resources is outside of the core team, we will call upon the firm's specialists to assist.

INTEGRATED APPROACH

Our industry professionals work in concert with our service line professionals to address the complex needs of our clients. The world is changing more rapidly than ever with growing shifts in technology and other pivots in business as a result of the unprecedented challenges we are faced with today. Our advisors are ready to assist with your compliance needs and, more importantly, provide tailored, value-added solutions specific to your industry. The core engagement team will work with the Town bring in the appropriate resources and subject matter specialists to help the Town meet its short-term goals and long-term objectives.

JOINT VENTURE OR CONSORTIUM

Citrin Cooperman is not a joint venture or consortium.

EXTERNAL QUALITY CONTROL REVIEW

Our firm participates in the American Institute of Certified Public Accountants Peer Review Program and we have received unmodified opinions with no letter of comments on all of our previous peer reviews. We have provided the most recent quality control review documentation as **Appendix A**. This quality control review included a specific review of governmental audit workpapers, financial statements and reports.

REVIEWS AND LITIGATION

Because our firm performs a substantial number of "Yellow Book" type engagements, we routinely receive desk reviews from various State of Florida departments (DCF, FDOT or DOEA). We have had no field reviews during the last three years, and we are not aware of any disciplinary action ever taken or now pending against our firm or any of our professional accounting staff. In the normal course of Citrin Cooperman's business as a national accounting firm, Citrin Cooperman may be made a party to litigation alleging various common law and statutory violations. While Citrin Cooperman expects to resolve all pending matters without any material detrimental impact to the firm, like most accounting firms of any size, Citrin Cooperman does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy.

WHY CITRIN COOPERMAN?

A COLLABORATIVE APPROACH

Citrin Cooperman has a very cohesive government practice in which the industry leaders meet regularly, discuss client issues and projects, and develop a teamwork-oriented approach to brainstorming ideas and solutions.

We will:

- Work with the Town to evaluate operational strategies and business objectives
- Set up meetings as needed to discuss ongoing business issues, update you on what is trending in the industry, and provide you with thoughts and guidance in a proactive manner



BRINGING VALUE AND INSIGHTS BEYOND THE FINANCIAL

- A consultative approach and the talent and resources of a dedicated team of highly skilled individuals dedicated to your industry, who are always on the lookout for potential creative solutions to challenges clients face
- Business advisors who are constantly looking for ways to help you be more efficient and successful
- Best practices and insights based on services provided to the firm's government clients
- Access to ongoing partner-level attention with a partner to staff ratio of 1:4, ensuring our partners will be directly involved with the work readily available to act as a sounding board

- Insights gained through our active participation in industry associations connected to government organizations
- Continuous benchmarking relevant to your organization to further understand how the Town stands in the market, so we can work together to develop well thought-out solutions to help you stay ahead of the curve

BEYOND THE AUDIT, WE WILL PROVIDE BEST-PRACTICE GUIDANCE AND EDUCATIONAL SUPPORT TO STRENGTHEN INTERNAL CONTROLS AND FINANCIAL PROCESSES. THIS INCLUDES SHARING TEMPLATES FOR AUDIT SCHEDULES AND OFFERING TRAINING TO HELP THE TOWN IMPLEMENT EFFICIENT PROCEDURES AND MAINTAIN COMPLIANCE.

LISTENING TO OUR CLIENTS



Communicating regularly with our clients is an integral part of the foundation of superior service. Our proactive service approach ensures that developing issues will be anticipated, identified, promptly evaluated, and resolved. Fundamental to our approach is regular client communication, accessibility to senior personnel, and the excellence of the people assigned to the engagement.

Citrin Cooperman is committed to listening and identifying clients' expectations and measuring how well we meet or exceed those expectations. The Town will enjoy an empowered, responsive engagement team unencumbered by inaccessible levels of bureaucracy. For you, that means faster issue resolution, same-day responses, and no last-minute surprises.

Your engagement team stays connected to ensure an integrated approach. Listening to our clients and developing solutions tailored to their business needs enables us to build strong relationships. We believe that relationships define our business. Our communication with your management team will be frequent, interactive, and direct. We are committed to providing a level of service to the Town that ensures that all your needs and expectations are being met. We will take the initiative in maintaining effective, open, and timely communication with management throughout the year.

AUDITS IN A REMOTE ENVIRONMENT

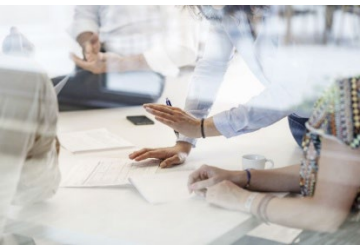
Several years ago, Citrin Cooperman began to invest in new technologies in an effort to streamline and automate audit and tax services. In addition, Citrin Cooperman has been a fully paperless provider for a number of years, to the extent possible. The investment in our technology infrastructure and systems were fully enacted, and in some areas, accelerated by the pandemic. As most entities shifted from a brick and mortar work force to a remote or work-from-home workforce, we were able to continue to provide the services and assistance needed for our clients and community in a seamless manner. Our teams understand the need to continue to meet deadlines and compliance requirements, especially in times such as these. In this new world order, communication has never been more imperative.

Our engagement teams are in constant communication, both internally and with your management team members, through the use of periodic check-in times, virtual audit rooms, and virtual face-to-face meetings.

Our systems for transmitting data and files electronically are secure and allow for easy record keeping and submission. We utilize Suralink, a secure site for sending sensitive data and/or confidential information. You will receive an email from Suralink notifying you that you have been added to the shared folder, and you will have the ability to upload files into that folder.

During the audit fieldwork, we employ audio, video, and/or screen sharing programs for communication with you and your team. We will send calendar invitations for various times during the week to catch-up on audit requests and questions, perform inquiries and walkthroughs of key processes related to administration of the Town, and view items available on-screen.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE



Sardou Mertilus will take the role of engagement partner and will be your main contact accordingly. Combined with our extensive familiarity working with Town's like yours, our collaborative service team has been constructed to provide timely and practice support. Should we have the opportunity to further assess and discuss your short-term goals and long-term objectives, Sardou will work with you to bring in additional resources as needed. **Core Leadership Team Biographies can be found on Appendix B.**

We have charted out for you a visual representation of the core engagement team that will be supporting the Town and their respective roles on the engagement. Our professionals each bring extensive experience serving clients of your size/structure and have a strong understanding of the industry.

REVIEW	AUDIT	IT
PHILIP MARCIANO Quality Control Review Partner, Citrin Cooperman Advisors LLC Partner, Citrin Cooperman & Company, LLP	**SARDOU MERTILUS** Engagement Partner Partner, Citrin Cooperman Advisors LLC Partner, Citrin Cooperman & Company, LLP	**FELIX RAMIREZ** Information Technology Partner, Citrin Cooperman Advisors LLC
WILLIAM G. BENSON Relationship Partner Partner, Citrin Cooperman Advisors LLC Partner, Citrin Cooperman & Company, LLP	**MICHAEL QUESADA** Managing Director	
	SAMUEL JOSEPHER Manager	

ADDITIONAL SUPPORT STAFF & SPECIALISTS, AS NECESSARY.

There are a host of additional industry resources available at Citrin Cooperman. If one of these resources is outside of the core team, we will call upon the firm's specialists to assist. If you decide to engage our firm experts for services outside the scope of work, we will estimate the cost in advance and will provide you with an estimate for each project.

We understand that the engagement partners, managers, other supervisory staff and specialists mentioned in this request for proposal may be changed if those personnel leave the firm, are promoted or are assigned to another office or for other reasons with the express prior written permission of the Town. We also understand that other audit personnel mentioned in this request for proposals may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

PRIOR ENGAGEMENTS WITH THE TOWN OF FORT MEYERS BEACH

Citrin Cooperman has not had any prior engagements with the Town of Fort Meyers Beach in the last five years.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Below are some of our engagements, some of which require the full ACFR preparation, performed in the last five years:

City of Plantation, Florida	
NAME	Ms. Anna Otiniano, Director of Financial Services
TELEPHONE	954-797-2229
SCOPE OF WORK	Annual financial and compliance audits of the City
DATE	1994 through Present
TOTAL HOURS	900
ENGAGEMENT PARTNERS	Sardou Mertilus
City of Pompano Beach, Florida	
NAME	Ms. Allison Feurtado, Finance Director
TELEPHONE	954-786-4600
SCOPE OF WORK	Annual financial and compliance audits of the City
DATE	2021 through Present
TOTAL HOURS	900
ENGAGEMENT PARTNERS	Sardou Mertilus
Town of Davie, Florida	
NAME	Mr. William W. Ackerman, Budget and Finance Director
TELEPHONE	954-797-1050
SCOPE OF WORK	Annual financial and compliance audits of the Town
DATE	2013 through Present
TOTAL HOURS	800
ENGAGEMENT PARTNERS	Stephen P. Emery
City of Lighthouse Point, Florida	
NAME	Ms. Cori Olympio, Finance Director
TELEPHONE	954-784-3432
SCOPE OF WORK	Annual financial and compliance audits of the City
DATE	2007 through Present
TOTAL HOURS	500
ENGAGEMENT PARTNERS	Sardou Mertilus

REPRESENTATIVE CLIENT LIST

The firm has a laser focus on quality and service delivery. While it is of the utmost importance that we at Citrin Cooperman maintain our independence in working with our clients, we work as a team with our clients to get the right answers. This is evident in our ability to maintain long-standing client relationships and establishing a mutual respect for each party's technical skills.

We are proud to provide audit, compliance, and advisory services to a variety of municipalities within our practice. Detailed below is a representative list of entities the firm currently serves.

Municipality	Funds	Total Revenue
City of Aventura	18	$94,393,000
City of Coconut Creek	17	$132,432,923
City of Cooper City	10	$62,884,000
City of Dania Beach	27	$102,940,206
City of Key West	18	$142,162,437
City of Lighthouse Point	11	$26,623,133
City of South Miami	7	$32,584,861
City of Margate	14	$138,272,000
City of North Lauderdale	10	$74,235,370
City of Plantation	16	$222,359,000
City of Pompano Beach	31	$377,862,000
City of Wilton Manors	19	$44,443,590
Town of Bay Harbor Islands	12	$40,253,162
Town of Davie	22	$217,621,000
Town of Golden Beach	6	$17,542,912
Town of Southwest Ranches	6	$21,380,608
Village of Indiantown	5	$12,428,683
North Springs Improvement District	22	$51,439,073
Hillsboro Inlet District	1	$2,250,036
Key Largo Fire Rescue and EMS District	1	$4,635,845

We have added a selection of formal reference letters from governmental entities we currently serve in **Appendix D** of this proposal.

SPECIFIC AUDIT APPROACH

Audit and assurance services are provided by Citrin Cooperman & Company, LLP.

PLANNING

- We obtain a comprehensive understanding of the Town's operations, control environment, accounts and information systems, and identify critical areas of risk. We plan the audit timetable together.

EVALUATIONOF INTERNAL CONTROLS

- We evaluate the design of the Town's internal controls over financial reporting for each significant transaction cycle. Based on the results, we determine the extent of our testing of your internal controls to supplement our audit plan, which reduces substantive procedures.

RISK ASSESSMENT

- We use our understanding of your internal controls and operations to identify the inherent audit risks and strengths of the Town's business and information systems. Our evaluation will focus on the design and implementation of the Town's general IT controls, including those over access to programs and data, program changes, and computer operations. By assessing these controls, we aim to identify and evaluate the risks associated with the Town's IT systems and determine their effectiveness. This process will enhance our understanding of how information related to significant transactions, account balances, and disclosures flows through the entity's information system. Ultimately, this will ensure that the IT environment supports reliable financial reporting and compliance with relevant standards. Through this risk assessment, we can tailor our audit approach to concentrate on key areas, ensuring a focused and efficient audit process.

SUBSTANTIVETESTING

- We use innovative audit software as part of substantive testing. This enables us to retrieve information from your data files, if needed, without affecting the integrity of the data; perform data analytics; and analyze a large portion of data sets.

CONCLUDING AND REPORTING

- Our audit will be planned and executed to meet your requested reporting deadlines. Drafts of all our reports, required communications, and management comment letters will be provided to management for input shortly after fieldwork is concluded.

We will tailor our audit process to the Town and bring in firm specialists, which can often result in efficiencies and process-improvement opportunities for your business. Our partners will deliver proactive ideas, and provide the personal, hands-on attention required to help our clients achieve their goals.



OUR SERVICE WILL INCLUDE:

- Comprehensive planning, tailored to the Town's needs and preferences, and project management
- Strong interaction with management and consistent communication throughout the process
- A highly experienced engagement team and responsive support from specialists, as necessary
- Significant partner and director involvement throughout the entire audit process
- Innovative technologies that streamline the process and reduce costs
- Insights and best practice sharing, ranging from emerging accounting and tax issues to industry trends
- Assistance and consulting on accounting transactions while maintaining our independence

UNIFORM GUIDANCE

An authoritative set of rules and requirements for federal awards that synthesizes and supersedes guidance from earlier OMB circulars.

It is applicable to new and incremental federal grant awards issued on or after December 26, 2014.

Our proposed team members have a thorough knowledge of the compliance requirements covered under Uniform Guidance. Our approach to conducting single audits is straightforward and unambiguous. We plan and coordinate the Uniform Guidance compliance procedures in conjunction with the general purpose financial statements. In that regard, we have developed an efficient approach that we use with our clients. The procedures we perform, relevant to your organization's compliance with federal requirements, will be consistent with the guidance provided in the OMB Compliance Supplement.

Annually, we perform financial, compliance, and performance audits in accordance with generally accepted auditing standards and guidelines set forth by the American Institute of Certified Public Accountants (AICPA) and the Government Accountability Office (U.S. GAO). Those audits are usually designed to ensure that the subject of the audit complies with applicable cost principles and standards promulgated by the Government Accounting Standards Board and Financial Accounting Standards Board. Citrin Cooperman prides itself on the efficiency and effectiveness of its audit methodology for entities receiving government grants, awards, contracts, and other backing.



ADDITIONAL EXPERTISE IN DISASTER-RELATED GRANTS

Our team has extensive experience auditing FEMA and disaster recovery grants, ensuring compliance with federal and state requirements. We will apply this expertise to help the Town navigate complex grant reporting.

AICPA GOVERNMENTAL AUDIT QUALITY CENTER (GAQC)

We are members of the AICPA Governmental Audit Quality Center (GAQC) and believe our involvement with the GAQC demonstrates our commitment to audit quality in the critical area of governmental audits, including those performed under Uniform Guidance. Membership in the AICPA GAQC requires technical training for professionals who perform governmental audits, participation in a governmental peer review program, and establishment of programs and policies to ensure all governmental audit teams are current on professional standards and Uniform Guidance requirements. Membership in the GAQC is not a requirement for all firms performing government audits. Citrin Cooperman has elected membership in order to ensure the highest level of quality control in our audit practice and to ensure that we comply with all updates and developments related to governmental auditing.

AUDIT PLANNING

Our engagement team is composed of professionals who ensure a complete perspective on relevant risks and issues. The result is an efficient audit that helps you anticipate and prevent risks and related financial statement misstatements rather than only "find and fix" errors. During the planning phase, we will further increase our familiarization with your organizational and reporting structure, your key business processes, and your audit risks to heighten the efficiency of the audit.

RISK ASSESSMENT

As part of the audit planning process, we will meet with key financial and executive personnel of the Town to review your strategic goals, objectives, business plan, and risk areas.

Our primary responsibility is to provide the Town with a high-quality, cost-effective audit. Our approach is based on a risk-assessment orientation. Before any detailed procedures are performed, we spend considerable time evaluating the overall environment in which each entity operates, as well as its internal control structure.

In making an overall risk assessment, we also consider factors such as the historical accuracy of internal financial reporting, industry trends, management turnover, the soundness of the Town's financial condition, the emphasis placed by management on a positive control environment, and the overall design of the accounting system.

EVALUATION OF INTERNAL CONTROLS

To develop an appropriate audit plan (one that reduces the audit risk to an appropriate level), we must understand the entity and the environment in which it operates, including its internal controls. We use this understanding of internal controls to:

- Identify the types of misstatements that could occur
- Evaluate the internal control deficiencies that may increase the risk of material misstatement
- Design internal control testing strategies

During the process of evaluating internal controls and designing a detailed audit plan, we assess the control environment and related specific controls, including:

- Financial reporting processes
- IT, including computer operations security application modification
- Corporate governance
- Monitoring
- Significant financial statement accounts, transactions and processes

Based on this evaluation, we could potentially develop procedures to test controls within significant accounting cycles, which may allow us to reduce detailed substantive audit procedures in specific areas.

SUBSTANTIVE TESTING APPROACH

Based on the results of our risk assessment and other planning procedures, our audit procedures will focus on areas most critical to the Town's activities and operations.

SAMPLING DURING TESTS OF COMPLIANCE

When testing compliance, Citrin Cooperman staff members review the affected agreement in detail to identify specific compliance attributes for purposes of drawing samples for evaluation. Once the attributes are identified and categorized based on subjective criteria, Citrin Cooperman utilizes adopted AICPA standardized procedures for developing sample sizes for testing.

AUDIT – EXTENT OF SAMPLING

Sampling is a technique used during the different stages of the audit to gather evidence and test balances as deemed necessary based on risk assessment and other factors affecting the audit. Citrin Cooperman utilizes standardized procedures and techniques for developing sample sizes adopted by the AICPA for all audit engagements. Citrin Cooperman attempts to follow the strongest source of audit evidence such as observation and balance confirmation prior to undertaking sampling. Furthermore, sampling is utilized when a select sample is considered representative of the remaining balance.

CONCLUDING AND REPORTING

Following the completion of the audit, we will issue the following reports as applicable:

- A report on the fair presentation of the Town's financial statements in conformity with accounting principles generally accepted in the United States of America.
- A management comment letter describing recommendations on internal control over financial reporting, identifying control deficiencies, areas for improvement, and other business implication matters.
- Required communications to management and to those charged with governance.



AUDIT TIMELINE

We are committed to providing the appropriate resources, experience and efficient processes for the audit of the Town. We understand the importance of the Town's deadlines and are committed to issuing final reports as outlined in the timeline below. *We will issue draft financial statements by mid-June and deliver the final audit report by June 30, meeting the Town's target dates*.

PHASE	TIMING	DETAILS
Transition	Immediate	• Citrin Cooperman client independence and acceptance procedures • Engagement letter signed
Planning	April	• Conduct internal client service team meeting • Meet with management to: - Confirm expectations and discuss business risks - Discuss scope of work and timetable - Identify current-year audit issues and discuss recently issued accounting pronouncements - Coordinate fieldwork timing • Develop an audit plan that addresses risk areas and meets management's expectations
Developing an understanding of internal controls and audit procedures	April	• Document the existing controls environment • Evaluation of internal controls and IT processes • Review significant accounting policies and key contractual documents • Adjust audit plan and coordinate with the Town's staff based on the results of the documented controls environment • Prepare request list of documents to be provided by the Town
Advanced/interim procedures	May	• Internal control documentation • Review of significant transactions
Audit fieldwork	May - June	• Fieldwork • Procedures: - Substantive testing - Analytical review - Account analysis - Detailed test work • Perform/update control evaluation, as necessary • Meet with management to discuss results, financial statements and other required communications
Deliverables	June	• Issue final audit report • Present audit results to management • Provide the Town with business and accounting recommendations



FLEXIBILITY AND SUPPORT FOR TOWN STAFF

We recognize the Town's Finance Department has experienced significant turnover and may face delays in closing out fiscal year-end activities. Our team will remain flexible and adjust our audit schedule to accommodate these challenges. To assist in streamlining the process, we will provide templates for audit schedules and clear guidelines for their completion. These tools will help ensure timely preparation of required documentation and reduce the burden on Town staff. Additionally, we will maintain open communication and offer periodic check-ins to address any emerging issues promptly.

TECHNOLOGY

To better serve our clients, Citrin Cooperman has embraced technology to increase our efficiency and effectiveness. Our automated and paperless approach provides efficiencies in the process that are geared to minimize the impact of the audit on your accounting staff. We use a file exchange portal for the transfer of all electronic documents to maintain security of confidential information, as well as to facilitate accessibility of workpapers, accounting records and documents to all members of the team. All team members maintain remote access connectivity with our firm network throughout the engagement process to securely share information and address issues as they arise. These tools assist us in performing the various tasks of the audit process as efficiently and effectively as possible.

SOFTWARE

The following is a sample of the software currently used by the firm in the delivery of our services:

CASEWARE	**CaseWare/CaseView** is our engagement document management software that serves as an electronic binder to keep our documents for each engagement well organized and secure.		**Axcess** is a tax compliance and preparation solution that has thousands of forms and automatically calculates formulas and schedules for federal, state, county, and Town tax returns.
Wolters Kluwer	**CCH Axcess Document** electronically organizes and stores all types of client documents and business communications in one place to support a true paperless work environment. **The XCM Solutions** productivity enablement and workflow platform has become a key piece of the technology equation for tax, accounting, and finance organizations as they move toward a real-time, on-demand environment.	suralink	**Suralink** is an automated document exchange and request list management solution built specifically for auditors. Now you can create, manage, track, and share documents with clients and other stakeholders in your firm easily and efficiently. Suralink ensures that your audit is always on track so you can spend your time on the interactions that matter. **PPC Checkpoint Tools** are a critical part of our workflow to utilize the comprehensive features available for specialized industry engagements, general accounting, auditing, and tax, and more. **PPC's SMART Practice's** functionality provides advanced audit and accounting products to help our accountants truly tailor and specialize their services to the different industries we serve.
IDEA	**IDEA data analysis software** is a data extraction tool that can effectively and efficiently analyze and evaluate information obtained from client records.	THOMSON REUTERS	

Validis	**Validis' DataShare** is a platform for automating many of the year-end processes by collecting all of the transactional detail from our clients' accounting platform and providing this data to us for instant analysis. By utilizing Validis, we are reducing the number of hours our clients spend in preparing for the audit or attestation services by eliminating many of the items on our year end request list.	MindBridge	**MindBridge**, the world's leading AI powered financial risk discovery platform with the aim of further enhancing digital audit.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

At this time, we are not aware of any potential audit problem areas. If selected, we will communicate any potential problem areas we become aware of during the audit. At that time, we would outline our approach to resolving such problem areas and the level of assistance necessary from the Town's personnel.

SAMPLE REPORT FORMAT

Please see our attached sample formats for required reports in **Appendix C**.

COST PROPOSAL

We believe that fees should be commensurate with the time involved and the value of the services rendered. Our approach is designed to deliver value-added, cost-effective professional services. With all new clients, there are start-up costs related which we will absorb as part our commitment to Town.

As we become more familiar with your operations and feel the need to recommend additional services, we will raise those issues with you. If you decide to engage our firm for these or other services, we will estimate the cost in advance and will provide you with an estimate for each project.

The proposed fees are based upon our desire to establish a relationship with you, a clear understanding of the resources required to meet your needs, and our commitment to technical excellence. Our proposed fees are as follows:

SERVICES	FEES
FY 2025 Financial Statement Audit	$65,000
FY 2025 Single Audit (Uniform Guidance) – Per Major Program	$6,000
2025 TOTAL All-inclusive Maximum Price	**$71,000**
FY 2026 Financial Statement Audit	$68,000
FY 2026 Single Audit (Uniform Guidance) – Per Major Program	$6,000
2026 TOTAL All-inclusive Maximum Price	**$74,000**
FY 2027 Financial Statement Audit	$72,000
FY 2027 Single Audit (Uniform Guidance) – Per Major Program	$6,000
2027 TOTAL All-inclusive Maximum Price	**$78,000**

OUR FEE INCLUDES ASSISTANCE WITH THE PREPARATION AND SUBMISSION OF THE ANNUAL FINANCIAL REPORT (AFR) TO THE STATE AND THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (SEFA), AS WELL AS THE FEDERAL DATA COLLECTION FORM.

ASSUMPTIONS AND EXPENSES

The fee quoted assumes there will be no significant change in the nature, size, or structure of the existing operations of Town and the books and records are in reasonably good order. In light of the current accountancy environment, our fee also assumes there will be no significant change in the scope of auditing standards and accounting principles generally accepted in the United States of America.

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 6% of fees for all other



expenses, including indirect administrative expenses such as technology, research and library databases, communications, and clerical assistance.

If additional services are required that are not part of the above scope of services, Citrin Cooperman will develop a fee quote using our standard hourly rates.

LEVEL	2025 STANDARD HOURLY RATES
Partners	$530 - $1,100
Managing Directors	$500 - $970
Directors	$465 - $660
Supervisors/Managers	$335 - $495
Staff/Senior Accountants/Bookkeepers	$245 - $390

CLIENT ACCEPTANCE

Prior to accepting any clients, we are required by both the accounting profession and our own policies to perform certain pre-acceptance procedures. Although we do not anticipate any problems with the process, our acceptance of Town as a client is dependent upon the successful completion of these procedures.



REQUIRED FORMS

The required forms from the **Request for Proposal** can be found on the subsequent pages.

RFP FORM A

Proposer: **Citrin Cooperman & Company,LLP**

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL TO BE DEEMED RESPONSIVE.

a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If there is a partnership, state the names of all partners. If there is a trade name, state the names of the individuals who do business under the trade name.)

i. The correct and full legal name of the Proposer is: **Citrin Cooperman & Company, LLP**

ii. The business is a (Sole Proprietorship) (Partnership) (Corporation).

iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: **Sardou Mertilus, Engagement Partner**

b. Please describe your company in detail. **Please refer to our firm's submitted proposal.**

c. The address of the principal place of business is: **6550 N Federal Hwy, Floor 4, Fort Lauderdale,FL 33308**

d. Company telephone number and e-mail addresses: **954.771.0896, smertilus@citrincooperman.com**

e. Number of employees: **120+ local FL employees**

f. Name of employees to be assigned to this Project: **Please refer to our firm's submitted proposal.**

g. Company identification numbers for the Internal Revenue Service: **22-2428965**

h. Provide Lee County business tax receipt number, if applicable, and expiration date: **N/A**

i. How many years has your organization been in business? Does your organization have a specialty? **45+ years; Accounting, Tax, and Advisory Services**

j. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed. **Please refer to our firm's submitted proposal.**

k. Have you ever failed to complete any work awarded to you? If so, where, and why? **N/A our firm has not failed to complete work.**

l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Annual Financial and Compliance Audit	City of Aventura, FL	$67,000	03/31/2026	40%
Annual Financial and Compliance Audit	City of Coconut Creek, FL	$75,000	03/31/2026	40%
Annual Financial and Compliance Audit	City of Plantation, FL	$141,000	03/31/2026	40%
Annual Financial and Compliance Audit	City of Pompano Beach, FL	$123,000	03/31/2026	40%
Annual Financial and Compliance Audit	Town of Davie, FL	$107,000	03/31/2026	40%
Annual Financial and Compliance Audit	Town of Southwest Ranches, FL	$45,000	03/31/2026	40%
Annual Financial and Compliance Audit	Town of Bay Harbor Islands, FL	$85,000	03/31/2026	40%
Annual Financial and Compliance Audit	City of South Miami, FL	$60,000	03/31/2026	40%
Annual Financial and Compliance Audit	City of Key West, FL	$152,000	03/31/2026	40%

(Continue list as necessary) *Please refer to our firm's proposal or Engagement Partner for full current work list if needed.

m. Provide the following information for any subconsultants you engage, if awarded the contract.

Subcontractor Name	Address	Work to be Performed
***Citrin Cooperman does not work with Subcontractors.**		

The foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: **Citrin Cooperman & Company, LLP**

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: **Anna Otiniano**
   Title of Contact: **Director of Financial Services** Email: **aotiniano@plantation.org**
   Telephone Number: **954-797-2229** Fax Number:
   Project: **Annual financial and compliance audits of the City of Plantation, FL**

2. Name of Contact: **Allison Feurtado**
   Title of Contact: **Finance Director** Email: **allison.feurtado@copbfl.com**
   Telephone Number: **954-786-4600** Fax Number:
   Project: **Annual financial and compliance audits of the City of Pompano Beach, FL**

3. Name of Contact: **William W. Ackerman**
   Title of Contact: **Budget and Finance Director** Email: **wackerman@davie-fl.gov**
   Telephone Number: **954-797-1050** Fax Number:
   Project: **Annual financial and compliance audits of the Town of Davie, FL**

4. Name of Contact: **Cori Olympio**
   Title of Contact: **Finance Director** Email: **cmayo@lighthousepoint.com**
   Telephone Number: **954-784-3432** Fax Number:
   Project: **Annual financial and compliance audits of the City of Lighthouse Point, FL**

RFP Form C

Proposer: **Citrin Cooperman & Company, LLP**

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH A PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: **Citrin Cooperman & Company, LLP**

Name of authorized representative of Proposer: **Sardou Mertilus, Partner**

Project Cost

Item	# of Units for evaluation purposes Only	Price Per Unit
FY 2025 Financial Statement Audit		$65,000
FY 2025 Single Audit (Uniform Guidance) – Per Major Program		$6,000
FY 2026 Financial Statement Audit		$68,000
FY 2026 Single Audit (Uniform Guidance) – Per Major Program		$6,000
FY 2027 Financial Statement Audit		$72,000
FY 2027 Single Audit (Uniform Guidance) – Per Major Program		$6,000
		$
TOTAL PRICE	$223,000	

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.
The Total Unit Price Cost shall include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Unit Rate
Please reference our firm's proposal.	
Add rows as necessary	

By: _____ Date: 01/05/2026

Name: **Sardou Mertilus**

Title: **Partner**

RFP FORM D

Proposer: **Citrin Cooperman & Company, LLP**

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business: **Citrin Cooperman & Company, LLP**

By: _____
Signature

Print Name and Title: **Sardou Mertilus, Partner**

Mailing Address: **6550 N Federal Hwy, Floor 4, Fort Lauderdale, FL 33308**

[1]STATE OF FLORIDA)
COUNTY OF ~~LEE~~ Broward)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 5 day of January 2026 by means of (X) physical presence or ( ) online notarization, personally appeared Sardou Mertilus as Partner of the Company, (X) who is personally known to me or ( ) who has produced _____ as identification.

_____

NOTARY PUBLIC – State of Florida
My commission expires: 5-27-27

My commission expires:

KAITLIN F CHUBECK
Notary Public - State of Florida
Commission # HH 370129
My Comm. Expires May 27, 2027
Bonded through National Notary Assn.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: January 5, 2026

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

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

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

Company Name: **Citrin Cooperman & Company, LLP**

Partner 01/05/2026
(Signature) (Title) (Date)

STATE OF Florida COUNTY OF Broward

The foregoing instrument was signed and acknowledged before me this 5th day of January, 2026, by Sardou Mestilus who has produced

(Print or Type Name)

Known to me as identification. (Type of Identification and Number)

KAITLIN F CHUBECK
Notary Public - State of Florida
Commission # HH 370129
My Comm. Expires May 27, 2027
Bonded through National Notary Assn.

Notary Public Signature

Kaitlin F Chubeck
Printed Name of Notary Public

HH 370129 5-27-27
Notary Commission Number/Expiration

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ Date: 01/05/2026

Application or Contract ID Number: RFP-26-04-FN

Name of Authorized Individual Application or Contractor: Citrin Cooperman & Company,LLP

Address of Organization: 6550 N Federal Hwy, Floor 4, Fort Lauderdale, FL 33308

FORT MYERS BEACH • ESTERO ISLAND

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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Signature: _____ Date: 01/05/2026

Application or Contract ID Number: RFP-26-04-FN

Name of Authorized Individual Application or Contractor: Citrin Cooperman & Company,LLP

Address of Organization: 6550 N Federal Hwy, Floor 4, Fort Lauderdale, FL 33308

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to **Town of Fort Meyers Beach**
(print name of public entity)

by **Sardou Mertilus, Partner**
(print individual's name and title)

for **Citrin Cooperman & Company, LLP**
(print name of entity submitting sworn statement)

whose business address is **6550 N Federal Hwy, Floor 4, Fort Lauderdale, FL 33308**

and (if applicable) its Federal Employer Identification Number (FEIN) is **22-2428965**
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

_____
(Signature)

Sworn to and subscribed before me this 5th day of January, 2026

Personally known X

OR Produced Identification _____

_____
(Type of Identification)

Notary Public – State of Florida

My Commission expires 5.27.27

_____
(Printed typed or stamped

commissioned name of notary public) Kaitlin F. Chubeck

(Rev. 3/20/07)

KAITLIN F CHUBECK
Notary Public - State of Florida
Commission # HH 370129
My Comm. Expires May 27, 2027
Bonded through National Notary Assn.

Vendor Conflict of Interest
Disclosure Statement
Information and Instructions

The award of this contract is subject to the provisions of Chapter 112, Part III, Florida Statutes. The Town requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of $7,500.00.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Town Clerk, with a copy retained by the Finance Department.

- The Town will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Town discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Town.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest. "Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
"Public Official" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

"Relative" means and individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law. mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engages to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

"Vendor" means(1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualification, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of $7,500.00 with the Town.

INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

TOWN OF FORT MYERS BEACH
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

NAME OF VENDOR Citrin Cooperman & Company, LLP

NAME OF PERSON COMPLETING FORM Sardou Mertilus

RELATIONSHIP TO VENDOR Partner

ADDRESS 6550 N Federal Hwy, Floor 4

CITY, STATE, ZIP TELEPHONE NUMBER Fort Lauderdale, FL 33308 (954)771-0896

EMAIL ADDRESS smertilus@citrincooperman.com PHONE NUMBER 954.771.0896

This form is provided in connection with:

___ Invitation to Bid (specify) _____

_X_ Request for Proposal / Qualifications (specify) RFP-26-04-FN

___ Other (specify) _____

1. List below the name(s), titles and address(es) of all public officials and employees of the Town having an employment or contractual relationship with the Vendor and describe the nature and extent of the relationship.

   N/A

2. List below the name(s), titles and address(es) of all relatives of public officials and employees of the Town having an employment or contractual relationship with the Vendor, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

N/A

3. List below the name(s), titles and address(es) of all public officials and employees of the Town having any direct or indirect financial interest in the Vendor (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

N/A

4. List below the name(s), titles and address(es) of all relatives of public officials and employees of the Town having any direct or indirect financial interest in the Vendor (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

N/A

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

N/A

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

Signature

Date 01/05/2026

Printed Name

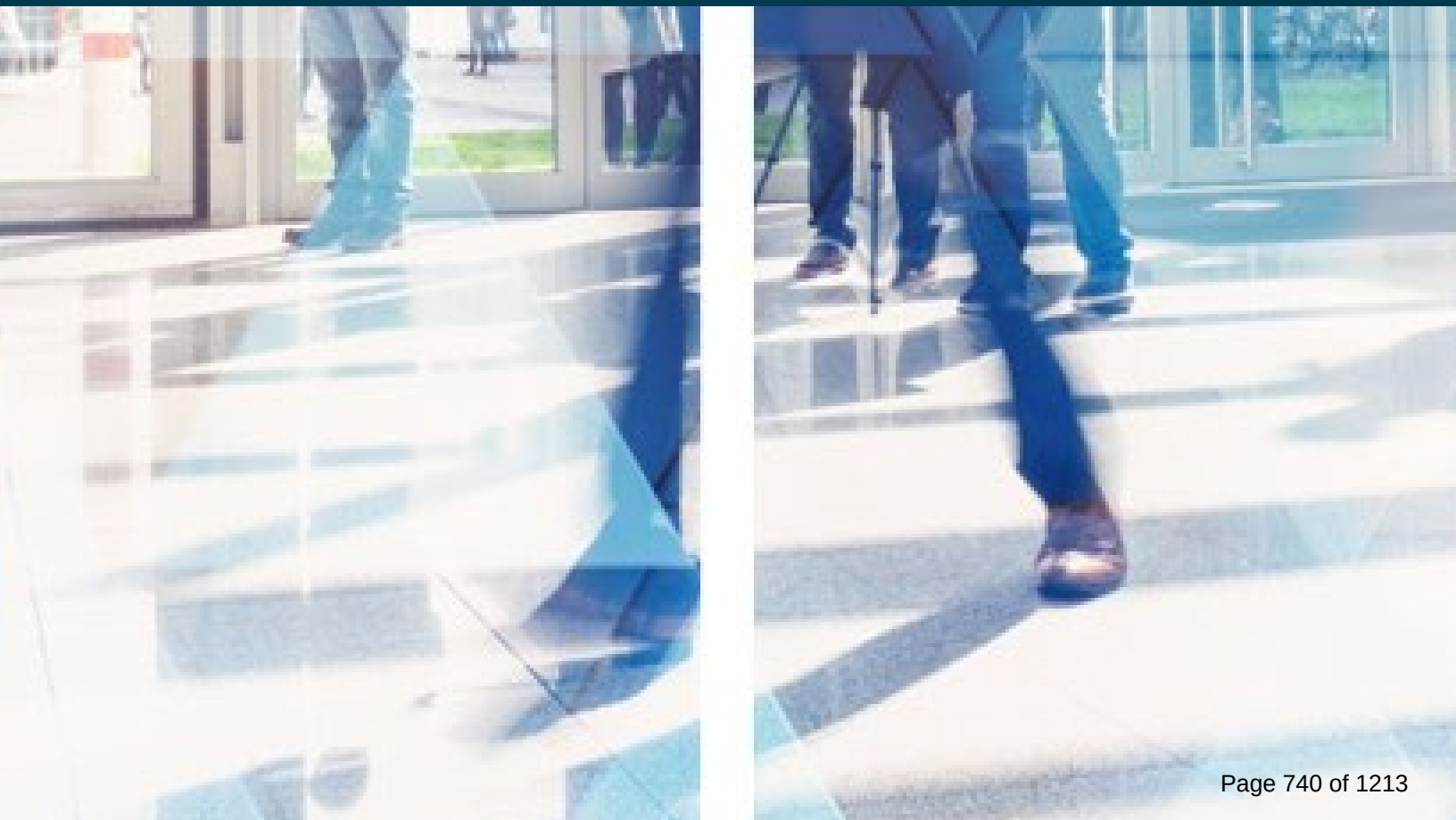
Sardou Mertilus

Title

Partner



Appendices



APPENDIX A – PEER REVIEW REPORT

A review of its system of quality control ("Peer Review") is required every three years for Citrin Cooperman. Citrin Cooperman has received an unmodified opinion (pass rating) every year in which we have undergone a Peer Review.

BROWNEDWARDS
certified public accountants

Report on the Firm's System of Quality Control

To the Partners of
Citrin Cooperman & Company, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Citrin Cooperman & Company, LLP (the "firm"), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Citrin Cooperman & Company, LLP, applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies), or fail.* Citrin Cooperman & Company, LLP has received a peer review rating of *pass.*

Brown, Edwards & Company, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia
January 30, 2024

APPENDIX B - MEET THE TEAM



SARDOU MERTILUS

ENGAGEMENT PARTNER

Partner, Citrin Cooperman Advisors LLC
Partner, Citrin Cooperman & Company, LLP

smertilus@citrincooperman.com
954.771.0896

Sardou is a partner in Citrin Cooperman's Audit and Attest Practice and is based out of the firm's Fort Lauderdale, FL office. Sardou is an experienced professional with over 15 years in public accounting, applying accounting standards issued by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB) to ensure compliance and deliver exceptional results for his clients.

Sardou is a CPA that has extensive experience auditing large counties, cities, school districts, universities, and diverse not-for-profit organizations. Sardou serves as a valuable resource, guiding clients through complex transactions, evaluating internal controls, and providing strategic insights to enhance operational effectiveness and financial transparency. Beyond his technical expertise, Sardou takes pride in giving back to the local community through volunteering, fostering meaningful connections, and supporting initiatives that make a positive impact.

Prior to Citrin Cooperman, Sardou worked at a national provider of assurance, tax, and consulting services as a senior manager.

EDUCATION & LICENSES

Bachelor of Accounting, Florida International University

Certified Public Accountant in the States of Florida and Georgia

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Institute of Certified Public Accountants (FICPA)

GOVERNMENT WORK

- City of Miami
- City of Coral Gables
- City of Plantation
- City of Pompano Beach
- City of Margate
- City of North Miami
- City of Tamarac
- City of Lighthouse Point
- City of Fort Lauderdale
- City of North Lauderdale
- City of Lake Worth Beach
- City of Hollywood
- Broward County
- Monroe County

CPE	Hours (3 Years)
Government	57.5
Other (accounting, auditing, technical and behavioral)	47.5
TOTAL	105



WILLIAM G. BENSON

RELATIONSHIP PARTNER

Partner, Citrin Cooperman Advisors LLC
Partner, Citrin Cooperman & Company, LLP

bbenson@citrincooperman.com
954.771.0896

Bill is a partner based out of Citrin Cooperman's South Florida offices. Bill is an experienced professional with over 40 years of experience in accounting.

Bill is a CPA, and helps businesses, governmental agencies, and not-for-profit organizations with management consulting, compilations, reviews, and audits. His specialties include preparing financial forecasts and projections, accounting system reviews to improve operating efficiencies and internal controls, debt refinancing and structured finance transactions, tax planning and consequences of alternative business strategies, and tax planning for income and estate tax purposes.

Prior to Citrin Cooperman, Bill was a partner at Keefe McCullough, which was acquired by Citrin Cooperman in 2024.

EDUCATION & LICENSES

Bachelor of Science in Business Administration and Accounting, Washington and Lee University

Certified Public Accountant in the State of Florida

Certified Public Accountant in the State of Tennessee

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Institute of Certified Public Accountants (FICPA)

Member, Florida Government Finance Officers Association (FGFOA)

GOVERNMENT WORK

- City of Aventura, Florida
- City of Coconut Creek, Florida
- City of Hollywood, Florida
- City of Key West, Florida
- City of Marathon, Florida
- City of Margate, Florida
- City of Miami, Florida
- City of Plantation, Florida
- City of South Miami, Florida
- City of Weston, Florida
- Islamorada, Village of Islands, Florida
- The Town Foundation, Inc.
- Town of Southwest Ranches, Florida
- Village of Pinecrest, Florida

CPE	Hours (3 Years)
Government	88
Other (accounting, auditing, technical and behavioral)	27
TOTAL	**115**



PHILIP MARCIANO

ENGAGEMENT QUALITY REVIEWER

Partner, Citrin Cooperman Advisors LLC
Partner, Citrin Cooperman & Company, LLP

pmarciano@citrincooperman.com
954.771.8096

Phil is a partner in the firm's New York City office and is recognized as a national resource for government and not-for-profit accounting and federal single audits (Uniform Guidance). He has audited various types of governmental entities such as towns, counties, villages, schools, libraries, other special purpose entities and component units, and various types of not-for-profit organizations.

Prior to Citrin Cooperman, Phil was a shareholder at national financial and employee business services provider where he served as the Government Services Practice Leader for the firm's Metro New York Not-For-Profit and Government Practice.

EDUCATION & LICENSES

Bachelor of Business Administration in Accounting, Dowling College

Certified Public Accountant in the States of New York and Florida

Certified Government Financial Manager (CGFM)

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Board Member, New York State Society of Certified Public Accountants (NYSSCPA)

- Not-for-Profit Organizations Committee
- Governmental Accounting and Auditing Committee



MICHAEL QUESADA

AUDIT MANAGING DIRECTOR

mquesada@citrincooperman.com
954.771.0896

Michael is a managing director in Citrin Cooperman's Audit and Attest Practice and is based in the Fort Lauderdale office. Michael is an experienced professional with over 19 years of accounting and auditing experience focused primarily in the public sector.

Michael is a CPA and has extensive experience overseeing the engagements of governmental entities, not-for-profit organizations, and other for-profit businesses with management consulting and compilations, reviews, and audits of their financial statements. He also brings valuable governmental finance and operational knowledge as he has served as a Deputy Finance Director for two municipalities. He has supervised audit engagements of large and complex governmental entities. He specializes in internal control assessments, compliance audits, and preparing Comprehensive Annual Financial Reports (ACFRs) for governmental entities.
Prior to Citrin Cooperman, Marc was a manager at Keefe McCullough, which was acquired by Citrin Cooperman in 2024.

EDUCATION & LICENSES

Bachelor's Degree in Accounting, Florida Atlantic University

Certified Public Accountant in the State of Florida

GOVERNMENT WORK

- Broward County
- Miami-Dade Transit Authority
- Village of Pinecrest
- City of North Miami
- City of North Miami Beach
- City of Sunrise
- Town of Miami Lakes
- Broward Sherriff's Office
- Town of Surfside
- City of Parkland
- Performing Arts Center Authority
- City of Miramar
- City of Hialeah
- Village of Key Biscayne
- City of South Miami
- City of Doral
- City of Lauderdale Lakes
- Florida City
- City of Weston
- City of Dania Beach

CPE	Hours (3 Years)
Government	36
Other (accounting, auditing, technical and behavioral)	49
TOTAL	85



SAMUEL JOSEPHER

AUDIT MANAGER

sjosepher@citrincooperman.com
954.771.0896

Based in Fort Lauderdale, Sam is a highly experienced auditor with over a decade of experience in conducting both internal and external audits for state, city, and county governments. In an external audit capacity, Sam specializes in the audits of the basic financial statements that are contained in Annual Comprehensive Financial Reports (ACFR) as well as performing single audits under Uniform Guidance. In internal audit capacity, Sam is highly skilled in performing risk assessments to streamline audit procedures to focus on high-risk areas and delivering valuable recommendations to enhance governmental processes.

As a Certified Public Accountant (CPA) and Certified Internal Auditor (CIA), Sam applies a deep understanding of financial reporting to emphasize the importance of accuracy, compliance, and transparency. Sam is committed to providing quality audit services that strengthen financial oversight and operational integrity within government entities.

EDUCATION & LICENSES

Bachelor's Degree in Accounting, University of Central Florida

Master's Degree in Accounting, Florida Atlantic University

Certified Public Accountant in the State of Florida

Certified Internal Auditor

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Institute of Certified Public Accountants (FICPA)

GOVERNMENT WORK

- City of Dania Beach
- City of Weston
- City of Delray Beach
- Broward County
- City of Miami Beach

CPE	Hours (3 Years)
Government	24
Other (accounting, auditing, technical and behavioral)	80.5
TOTAL	104.5



FELIX RAMIREZ

INFORMATION TECHNOLOGY

Partner, Citrin Cooperman Advisors LLC

framirez@citrincooperman.com
212.697.1000 x3532

Felix Ramirez is a partner in the firm's New York office and the IT Audit Services leader. He is an experienced professional with a wide range of experience in management consulting, risk advisory and audit services, focused primarily on financial services organizations. Felix has demonstrated leadership effectiveness in project management, human capital development, and client relations and is a strategic thinker with strong operations and process analysis capabilities.

Throughout his career, Felix has worked with Fortune 500 global organizations in the areas of integrated audit, IT risk management, IT internal audit, financial statements audit, IT governance, compliance, and third party reporting (SOC reporting). He assists major global clients in banking and capital markets, asset management and insurance, with risk assessments, compliance optimization, and assurance matters.

In previous roles at big 4 accounting firms, Felix served as SOC Reports Champion and strengthened their audit and assurance practices by incorporating IT-related audit and advisory services, effectively leveraging SOC reports as part of external financial audits, and developing professional development programs in conducting SOC examinations. He also provided IT risk and controls guidance to the firms' leadership, supervised internal audit and IT risk engagements at client organizations, and provided expert advice on assessing technology risks and controls for critical activities and business processes. risks and controls for critical activities and business processes.

EDUCATION & LICENSES

Bachelor's Degree in Mathematics and Computer Programming, UNPHU - Santo Domingo, Dominican Republic

Master's Degree in Business Administration, PUCMM - Santo Domingo, Dominican Republic

Certified Information Systems Auditor (CISA)

Certified in Risk and Information Systems Control (CRISC)

Certified in the Governance of Enterprise IT (CGEIT)

AFFILIATIONS

Member, American Institute of Certified Public Accountants

APPENDIX C - SAMPLE REPORT

Please see a redacted version of one of our firm's sample reports beginning on the subsequent page:

Citrin Cooperman & Company, LLP
Certified Public Accountants

6550 N Federal Hwy, 4th Floor
Fort Lauderdale, FL 33308
T 954.771.0896 **F** 954.938.9353
citrincooperman.com

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor,
City Commissioners and City Manager
[redacted]

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the [redacted], Florida (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the [redacted] General Employees' and the [redacted] Police and Firefighters' Retirement Systems (the Plans), which represents 87%, 89% and 68%, respectively, of the assets, net position/fund balance, and revenues/additions of the aggregate remaining fund information as of September 30, 2024. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Plans, is based solely on the reports of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. The entities of Citrin Cooperman & Company, LLP and Citrin Cooperman Advisors LLC are independent member firms of the Moore North America, Inc. (MNA) Association, which is itself a regional member of Moore Global Network Limited (MGNL). All the firms associated with MNA are independently owned and managed entities. Their membership in, or association with, MNA should not be construed as constituting or implying any partnership between them.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

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- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

[redacted], Florida

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and other post-employment benefits and pension related schedules as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit and the report of the other auditors, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

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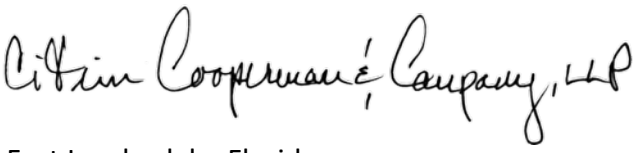
Other Information

Management is responsible for the other information included in the Annual Comprehensive Financial Report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Governmental Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 27, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Fort Lauderdale, Florida
March 27, 2025

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. The entities of Citrin Cooperman & Company, LLP and Citrin Cooperman Advisors LLC are independent member firms of the Moore North America, Inc. (MNA) Association, which is itself a regional member of Moore Global Network Limited (MGNL). All the firms associated with MNA are independently owned and managed entities. Their membership in, or association with, MNA should not be construed as constituting or implying any partnership between them.

CITRINCOOPERMAN®

Citrin Cooperman & Company, LLP
Certified Public Accountants

6550 N Federal Hwy, 4th Floor
Fort Lauderdale, FL 33308
T 954.771.0896 **F** 954.938.9353
citrincooperman.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor,
City Commissioners and City Manager
[redacted], Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the [redacted], Florida (the "City") as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 27, 2025. Our report includes a reference to other auditors who audited the financial statements of the [redacted] General Employees' and the [redacted] Police and Firefighters' Retirement Systems, as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Citrin Cooperman & Company, LLP

Fort Lauderdale, Florida
March 27, 2025

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Citrin Cooperman & Company, LLP
Certified Public Accountants

6550 N Federal Hwy, 4th Floor
Fort Lauderdale, FL 33308
T 954.771.0896 **F** 954.938.9353
citrincooperman.com

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, *RULES OF THE FLORIDA AUDITOR GENERAL*

To the Honorable Mayor,
City Commissioners and City Manager
[redacted], Florida

Report on Compliance for Each Major Federal Program and State Project

Opinion on Each Major Federal Program and State Project

We have audited the [redacted], Florida's (the "City") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* and the State of Florida Department of Financial Services' *State Projects Compliance Supplemen*t that could have a direct and material effect on each of the City's major federal programs and state projects for the year ended September 30, 2024. The City's major federal programs and state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General* (Chapter 10.550). Our responsibilities under those standards, the Uniform Guidance, and Chapter 10.550 *Rules of the Florida Auditor General* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program and state project. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

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Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs and state projects.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General,* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program and state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General*, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

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Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

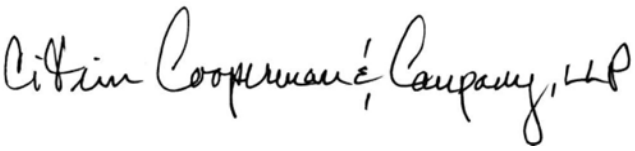
Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Report on Schedule of Expenditures of Federal Awards and State Financial Assistance Required by the Uniform Guidance and Chapter 10.550 *Rules of the Florida Auditor General*

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 27, 2025, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financials statements. The accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financials statements or to the basic financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and state financial assistance is fairly stated in all material respects in relation to the basic financial statements as a whole.

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The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General.* Accordingly, this report is not suitable for any other purpose.



Fort Lauderdale, Florida
April 17, 2025

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6550 N Federal Hwy, 4th Floor
Fort Lauderdale, FL 33308
T 954.771.0896 **F** 954.938.9353
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MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550 OF THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Honorable Mayor,
City Commissioners and City Manager
[redacted], Florida

Report on the Financial Statements

We have audited the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the [redacted], Florida (the "City) as of and for the fiscal year ended September 30, 2024, and have issued our report. We did not audit the financial statements of the [redacted] General Employees' and the [redacted] Police and Firefighters' Retirement Systems, which represent 87%, 89% and 68%, respectively, of the assets, net position/fund balance, and revenues/additions of the aggregate remaining fund information. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion, insofar as it relates to the amounts included for the plans, is based on the reports of the other auditors. Our report does not address their respective internal control or compliance.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance*)*; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and on Internal Control Over Compliance Required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedules should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

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Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information is disclosed in Note 1 to the financial statements. The City included the following blended component units: the [redacted], the [redacted].

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554 (1)(i)6, *Rules of the Auditor General*, the City reported the specific information in Exhibit 1 accompanying this report. The information for compliance with Section 218.39(3)(c), Florida Statutes and Section 10.554(1)(i)6, *Rules of the Auditor General*, has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

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Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., *Rules of the Auditor General*, the City is required to include a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the City's geographical boundaries during the fiscal year under audit.

The City did not operate a PACE program within its geographical boundaries during the fiscal year under audit.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal, State, and other granting agencies, the Mayor and Members of the City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Citrin Cooperman & Company, LLP

Fort Lauderdale, Florida
April 17, 2025

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Fort Lauderdale, FL 33308
T 954.771.0896 **F** 954.938.9353
citrincooperman.com

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

To the Honorable Mayor,
City Commissioners and City Manager
[redacted]

We have examined the [redacted], Florida's (the "City") compliance with Section 218.415 Florida Statutes, *Local Government Investment Policies* (the "specified requirements"), for the fiscal year ended September 30, 2024. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with Section 218.415 Florida Statutes for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of Members of the City Commissioners, management, and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Citrin Cooperman & Company, LLP

Fort Lauderdale, Florida
March 27, 2025

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APPENDIX D - REFERENCE LETTERS

Please see a few of our firm's formal reference letters provided by current governmental entities we serve beginning on the subsequent page:

City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
www.wiltonmanors.com

Finance Department
Phone (954) 390-2141

Life's Just Better Here

To Whom It May Concern,

It is our pleasure to provide this letter of recommendation for Citrin Cooperman, who has served as our independent auditor since 2017.

We have been extremely satisfied with the services Citrin Cooperman has provided. From the partner level to the audit staff, their team has consistently demonstrated professionalism, responsiveness, and technical expertise. Each annual audit has been conducted in a timely, organized, and systematic manner, in full compliance with *Government Auditing Standards* and the reporting requirements of the Governmental Accounting Standards Board (GASB).

Citrin Cooperman's services are performed to the highest professional standards. Their staff not only provide accurate and thorough audit work but also offer valuable accounting guidance and suggestions to enhance our internal systems and operational efficiency. We particularly appreciate their availability throughout the year to answer questions and provide support—well beyond the audit period.

During a time when our City was understaffed in our accounting and finance department, Citrin Cooperman was understanding and helpful to us every step of the way.

Citrin Cooperman approaches each engagement with well-prepared and highly qualified professionals who work closely with our team—from pre-audit planning through the issuance of financial statements. Their clear communication and insightful recommendations have made each audit cycle efficient and constructive.

We highly recommend Citrin Cooperman to any organization seeking reliable, experienced, and service-oriented auditing and consulting services.

Should you have any questions regarding our experience, please feel free to contact my office.

Sincerely,

Carol Conol
Carol Conol
Finance Director

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax
web: www.southwestranches.org

Town Council
Steve Breitkreuz, *Mayor*
Bob Hartmann, *Vice Mayor*
David S. Kuczenski, Esq., *Council Member*
Jim Allbritton, *Council Member*
Gary Jablonski, *Council Member*

Town Administration
Russell Muñiz, MBA, MPA, *Town Administrator*
Debra Ruesga, CMC, *Town Clerk*
Keith M. Poliakoff, JD, *Town Attorney*
Emil C. Lopez, CPM, MAcc, *Town Financial Administrator*

July 14, 2025

To Whom It May Concern,

It is our pleasure to provide this letter of recommendation for Citrin Cooperman, who has served as our independent auditor since 2019.

We have been extremely satisfied with the services Citrin Cooperman has provided. From the partner level to the audit staff, their team has consistently demonstrated professionalism, responsiveness, and technical expertise. Each annual audit has been conducted in a timely, organized, and systematic manner, in full compliance with Government Auditing Standards and the reporting requirements of the Governmental Accounting Standards Board (GASB).

Citrin Cooperman's services are performed to the highest professional standards. Their staff not only provide accurate and thorough audit work but also offer valuable accounting guidance and suggestions to enhance our internal systems and operational efficiency. We particularly appreciate their availability throughout the year to answer questions and provide support—well beyond the audit period.

Citrin Cooperman approaches each engagement with well-prepared and highly qualified professionals who work closely with our team—from pre-audit planning through the issuance of financial statements. Their clear communication and insightful recommendations have made each audit cycle efficient and constructive.

We highly recommend Citrin Cooperman to any organization seeking reliable, experienced, and service-oriented auditing and consulting services.

Should you have any questions regarding our experience, please feel free to contact my office at (954) 434-0008 or via email to elopez@southwestranches.org.

Sincerely,

Emil Lopez
Town Financial Administrator

To Whom It May Concern,

It is my pleasure to provide this letter of recommendation for Citrin Cooperman, who has served as our independent auditor since 2020.

We have been very satisfied with Citrin Cooperman's service. Their team—from partners to staff—consistently demonstrate professionalism, responsiveness, and strong technical skills. Each audit is conducted efficiently and in full compliance with *Government Auditing Standards* and GASB.

Their work reflects the highest professional standards. In addition to delivering quality audits, they offer valuable insights to strengthen our financial practices. We especially appreciate their availability throughout the year for questions and support.

During times when our Village was short-staffed and undergoing an ERP Migration, Citrin Cooperman stepped up to assist the audit process in ways in which other firms would not have.

We confidently recommend them to any organization seeking dependable and knowledgeable audit and advisory services.

Should you have any questions regarding our experience, please feel free to contact my office.

Sincerely,

Michael Florio
Financial Services Director

15516 S.W. Osceola Street. Ste. B, Indiantown, Florida 34956
Post Office Box 398 Indiantown, Florida 34956
772-597-9900 www.indiantownfl.gov

“Providing Professional Services & Industry Insights for over 45 Years.”



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RFP FORM A

Proposer: **Citrin Cooperman & Company,LLP**

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL TO BE DEEMED RESPONSIVE.

a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If there is a partnership, state the names of all partners. If there is a trade name, state the names of the individuals who do business under the trade name.)

i. The correct and full legal name of the Proposer is: **Citrin Cooperman & Company, LLP**

ii. The business is a (Sole Proprietorship) (Partnership) (Corporation).

iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: **Sardou Mertilus, Engagement Partner**

b. Please describe your company in detail. **Please refer to our firm's submitted proposal.**

c. The address of the principal place of business is: **6550 N Federal Hwy, Floor 4, Fort Lauderdale,FL 33308**

d. Company telephone number and e-mail addresses: **954.771.0896, smertilus@citrincooperman.com**

e. Number of employees: **120+ local FL employees**

f. Name of employees to be assigned to this Project: **Please refer to our firm's submitted proposal.**

g. Company identification numbers for the Internal Revenue Service: **22-2428965**

h. Provide Lee County business tax receipt number, if applicable, and expiration date: **N/A**

i. How many years has your organization been in business? Does your organization have a specialty? **45+ years; Accounting, Tax, and Advisory Services**

j. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed. **Please refer to our firm's submitted proposal.**

k. Have you ever failed to complete any work awarded to you? If so, where, and why? **N/A our firm has not failed to complete work.**

l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Annual Financial and Compliance Audit	City of Aventura, FL	$67,000	03/31/2026	40%
Annual Financial and Compliance Audit	City of Coconut Creek, FL	$75,000	03/31/2026	40%
Annual Financial and Compliance Audit	City of Plantation, FL	$141,000	03/31/2026	40%
Annual Financial and Compliance Audit	City of Pompano Beach, FL	$123,000	03/31/2026	40%
Annual Financial and Compliance Audit	Town of Davie, FL	$107,000	03/31/2026	40%
Annual Financial and Compliance Audit	Town of Southwest Ranches, FL	$45,000	03/31/2026	40%
Annual Financial and Compliance Audit	Town of Bay Harbor Islands, FL	$85,000	03/31/2026	40%
Annual Financial and Compliance Audit	City of South Miami, FL	$60,000	03/31/2026	40%
Annual Financial and Compliance Audit	City of Key West, FL	$152,000	03/31/2026	40%

(Continue list as necessary) *Please refer to our firm's proposal or Engagement Partner for full current work list if needed.

m. Provide the following information for any subconsultants you engage, if awarded the contract.

Subcontractor Name	Address	Work to be Performed
***Citrin Cooperman does not work with Subcontractors.**		

The foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: **Citrin Cooperman & Company, LLP**

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: **Anna Otiniano**
   Title of Contact: **Director of Financial Services** Email: **aotiniano@plantation.org**
   Telephone Number: **954-797-2229** Fax Number:
   Project: **Annual financial and compliance audits of the City of Plantation, FL**

2. Name of Contact: **Allison Feurtado**
   Title of Contact: **Finance Director** Email: **allison.feurtado@copbfl.com**
   Telephone Number: **954-786-4600** Fax Number:
   Project: **Annual financial and compliance audits of the City of Pompano Beach, FL**

3. Name of Contact: **William W. Ackerman**
   Title of Contact: **Budget and Finance Director** Email: **wackerman@davie-fl.gov**
   Telephone Number: **954-797-1050** Fax Number:
   Project: **Annual financial and compliance audits of the Town of Davie, FL**

4. Name of Contact: **Cori Olympio**
   Title of Contact: **Finance Director** Email: **cmayo@lighthousepoint.com**
   Telephone Number: **954-784-3432** Fax Number:
   Project: **Annual financial and compliance audits of the City of Lighthouse Point, FL**

RFP Form C

Proposer: **Citrin Cooperman & Company, LLP**

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH A PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: **Citrin Cooperman & Company, LLP**

Name of authorized representative of Proposer: **Sardou Mertilus, Partner**

Project Cost

Item	# of Units for evaluation purposes Only	Price Per Unit
FY 2025 Financial Statement Audit		$65,000
FY 2025 Single Audit (Uniform Guidance) – Per Major Program		$6,000
FY 2026 Financial Statement Audit		$68,000
FY 2026 Single Audit (Uniform Guidance) – Per Major Program		$6,000
FY 2027 Financial Statement Audit		$72,000
FY 2027 Single Audit (Uniform Guidance) – Per Major Program		$6,000
		$
TOTAL PRICE	$223,000	

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.
The Total Unit Price Cost shall include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Unit Rate
Please reference our firm's proposal.	
Add rows as necessary	

By: _____ Date: 01/05/2026

Name: **Sardou Mertilus**

Title: **Partner**

RFP FORM D

Proposer: **Citrin Cooperman & Company, LLP**

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business: **Citrin Cooperman & Company, LLP**

By: Sardou Mertilus
Signature

Print Name and Title: **Sardou Mertilus, Partner**

Mailing Address: **6550 N Federal Hwy, Floor 4, Fort Lauderdale, FL 33308**

[1]STATE OF FLORIDA)
COUNTY OF ~~LEE~~ Broward)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 5 day of January 2026 by means of (X) physical presence or ( ) online notarization, personally appeared Sardou Mertilus as Partner of the Company, (X) who is personally known to me or ( ) who has produced _____ as identification.

Kaitlin F Chubeck

NOTARY PUBLIC – State of Florida
My commission expires: 5-27-27

My commission expires:

KAITLIN F CHUBECK
Notary Public - State of Florida
Commission # HH 370129
My Comm. Expires May 27, 2027
Bonded through National Notary Assn.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: January 5, 2026

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

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

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

Company Name: **Citrin Cooperman & Company, LLP**

Partner 01/05/2026
(Signature) (Title) (Date)

STATE OF Florida COUNTY OF Broward

The foregoing instrument was signed and acknowledged before me this 5th day of January, 2026, by Sardou Mertilus who has produced

(Print or Type Name)

Known to me as identification. (Type of Identification and Number)

KAITLIN F CHUBECK
Notary Public - State of Florida
Commission # HH 370129
My Comm. Expires May 27, 2027
Bonded through National Notary Assn.

Notary Public Signature

Kaitlin F Chubeck
Printed Name of Notary Public

HH 370129 5-27-27
Notary Commission Number/Expiration

Vendor Conflict of Interest
Disclosure Statement
Information and Instructions

The award of this contract is subject to the provisions of Chapter 112, Part III, Florida Statutes. The Town requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of $7,500.00.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Town Clerk, with a copy retained by the Finance Department.

- The Town will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Town discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Town.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest. "Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
"Public Official" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

"Relative" means and individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law. mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engages to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

"Vendor" means(1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualification, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of $7,500.00 with the Town.

INSTRUCTIONS
Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

TOWN OF FORT MYERS BEACH
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

NAME OF VENDOR Citrin Cooperman & Company, LLP

NAME OF PERSON COMPLETING FORM Sardou Mertilus

RELATIONSHIP TO VENDOR Partner

ADDRESS 6550 N Federal Hwy, Floor 4

CITY, STATE, ZIP TELEPHONE NUMBER Fort Lauderdale, FL 33308 (954)771-0896

EMAIL ADDRESS smertilus@citrincooperman.com PHONE NUMBER 954.771.0896

This form is provided in connection with:

___ Invitation to Bid (specify) _____
_X_ Request for Proposal / Qualifications (specify) RFP-26-04-FN
___ Other (specify) _____

1. List below the name(s), titles and address(es) of all public officials and employees of the Town having an employment or contractual relationship with the Vendor and describe the nature and extent of the relationship.

   N/A

2. List below the name(s), titles and address(es) of all relatives of public officials and employees of the Town having an employment or contractual relationship with the Vendor, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

N/A

3. List below the name(s), titles and address(es) of all public officials and employees of the Town having any direct or indirect financial interest in the Vendor (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

N/A

4. List below the name(s), titles and address(es) of all relatives of public officials and employees of the Town having any direct or indirect financial interest in the Vendor (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

N/A

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

N/A

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

Signature



Date 01/05/2026

Printed Name

Sardou Mertilus

Title

Partner

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ Date: 01/05/2026

Application or Contract ID Number: RFP-26-04-FN

Name of Authorized Individual Application or Contractor: Citrin Cooperman & Company,LLP

Address of Organization: 6550 N Federal Hwy, Floor 4, Fort Lauderdale, FL 33308

FORT MYERS BEACH • ESTERO ISLAND

CERTIFICATION REGARDING LOBBYING
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Signature: _____ Date: 01/05/2026

Application or Contract ID Number: RFP-26-04-FN

Name of Authorized Individual Application or Contractor: Citrin Cooperman & Company,LLP

Address of Organization: 6550 N Federal Hwy, Floor 4, Fort Lauderdale, FL 33308

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to **Town of Fort Meyers Beach**
(print name of public entity)

by **Sardou Mertilus, Partner**
(print individual's name and title)

for **Citrin Cooperman & Company, LLP**
(print name of entity submitting sworn statement)

whose business address is **6550 N Federal Hwy, Floor 4, Fort Lauderdale, FL 33308**

and (if applicable) its Federal Employer Identification Number (FEIN) is **22-2428965**
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

_____
(Signature)

Sworn to and subscribed before me this 5th day of January, 2026

Personally known X

OR Produced Identification _____

_____
(Type of Identification)

Notary Public – State of Florida

My Commission expires 5.27.27

_____
(Printed typed or stamped

commissioned name of notary public) Kaitlin F. Chubeck

(Rev. 3/20/07)

KAITLIN F CHUBECK
Notary Public - State of Florida
Commission # HH 370129
My Comm. Expires May 27, 2027
Bonded through National Notary Assn.

ADDENDUM TO REQUEST FOR PROPOSALS

RFP-26-04-FN **Addendum No.: 1**

PROJECT NAME:
Financial Auditing Services

Date of Issue: December 8, 2025

Correction to the Fiscal Year referenced in the Background section of the Legal Notice to Proposers:

The Fiscal Year referenced should be "September 30, 2025", not "September 30, 2026". The Fiscal Year references throughout the remainder of the document correctly reference September 30, 2025.

Questions Received via Email

1. Does the auditing firm need to have an office in Lee County to submit a proposal?
   No, it is not necessary to have an office in Lee County.

2. How many active FEMA, state disaster, and infrastructure grants do you expect to be open during FY 2026–2028, and which programs present the greatest compliance or reporting challenges?

   The time frame is actually 2025-2027. (As mentioned above in the correction, the time period covered by this RFP are the Fiscal Years ending September 30, 2025 and the two subsequent Fiscal Years.)

   - **Fiscal Year 2025 has approximately 13 FEMA, state disaster, and infrastructure grants, including:**
     - **American Rescue Plan Act (ARPA)**
     - **Hurricane Ian**
     - **Hurricane Helene**
     - **Hurricane Milton**
     - **Estero Blvd Lighting grant**

- **Bay Oaks Recreational Campus Redevelopment grant**
- **Beach renourishment grants**
- **Drinking Water Grant**
- **Stormwater grant**
- **New Town Hall grant**
- **CDBG-DR Grant for Planning**
- **CDBG-DR Grant for Park & Recreation**
- **CDBG-DR Grant for North Water Tower**
- **Hurricane Ian presents the most complex compliance and reporting challenge, perhaps followed by Hurricanes Milton and Helene.**

- **Fiscal Year 2026 is anticipated to have the same 13 FEMA, state disaster, and infrastructure grants mentioned above.**
- **Fiscal Year 2027 may have continuing expense for Hurricane Ian, and probably new beach renourishment grants, as well as Drinking Water, Stormwater, and CDBG-DR grant expenditures for Park & Recreation and the North Water Tower.**

3. Do you anticipate continuing Single Audit coverage each year, and have there been any material findings, questions about costs, or repeat issues in recent audits that the Town wants proactively addressed?

   We anticipate the potential of continuing Single Audit coverage each year, but the number will depend upon actual expenditures. There were two material internal control findings in the Fiscal Year 2024 audit that have been addressed and are not expected to be an ongoing issue. There have been no questions about costs.

4. What are the Town's target dates for draft financial statements, exit conferences, and final issuance, and where have timing constraints arisen in prior audit cycles?

   We are striving to have the audit for Fiscal Year ending September 30, 2025 completed by June 30, 2026, with draft financial statements issued in mid-June. However, there has been a complete turnover in the finance department staff, and we are very behind in closing out fiscal year 2025 and do not expect final audit fieldwork to begin in earnest until May. We would like the audit report to be presented to our audit committee. (It may be presented remotely.)

5. How complete and audit-ready are current PBC schedules (SEFA, capital assets, debt, grants receivable/deferred inflows), and which areas historically require the most auditor assistance?

   We do not have anything ready yet for Fiscal Year 2025 and probably won't be ready until April/May. We have typically provided auditors with our version of the above list on the fly, and they have provided assistance with refining them and finalizing them. We may need guidance implementing any new standards.

6. Are there specific internal control areas—such as procurement, emergency expenditures, FEMA reimbursement, or payroll—that Town management or Council would like deeper audit emphasis on?

   We are concerned about all the above. However, FEMA and FDEM have focused heavily on reviewing procurement, emergency expenditures and FEMA reimbursement, so there is probably not much more added value to be obtained by a deeper audit emphasis in these areas. Normal audit emphasis on payroll should be sufficient, as there are no concerns in that area.

7. Does the Town expect the audit firm to involve specialists (IT, grants, pensions/OPEB, or compliance), and if so, how should that be reflected in pricing and staffing transparency?

   The Town assumes that the audit firm will provide competent personnel to perform a normal audit and required single audits. We are not expecting anything more than that.

8. How has staffing turnover or capacity in the Finance Department changed since FY 2023, and how should the audit team best coordinate to minimize disruption?

   Yes, there has been much turnover and ongoing vacancies in the Finance Department since FY2023. This has caused the Finance Department to be several months behind in recording transactions and reconciling accounts. It is best to coordinate audit requests through the Finance Director and Assistant Finance Director. The new staff are very capable and competent; however it will take time to get caught up.

9. Are there specific disclosures, estimates, or accounting judgments that have drawn Council, public, or media scrutiny in recent years?

   No, there is nothing of that nature here.

10. How does the Town define and approve out-of-scope services (e.g., FEMA consulting, accounting memos, GASB implementation), and how often have such task orders been issued historically?

    We typically do not have a need to utilize out-of-scope services. However, this past year, we did ask the auditors to prepare the Annual Financial Report (AFR) for the state as well as the SEFA, which was outside of the scope of the contractual services. We've included the preparation of the AFR and the SEFA in this scope of the services in the current solicitation. These task orders were initiated by the finance director and were submitted to the partner in charge of the engagement.

11. At the end of year one, what would make the Town say the audit engagement was a success beyond “no findings” (e.g., fewer adjustments, faster issuance, better grant coordination)?

    The provision of templates for audit schedules along with clear guidelines as to how they should be completed, flexibility in adjusting to delays in our being able to provide requested information, and the provision of education that would help us establish best practices in terms of policies and procedures and internal controls appropriate for our size and environment.

12. Does the town have a budget for the contract, and can the prior fees be shared?

    We currently have a budget of approximately $93,000.

Citrin Cooperman Sardou Mertilus

Company Name and Signature

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

Professional Services Proposal for

The Town of Fort Myers Beach

Request for Proposal #26-04-FN
Financial Auditing Services

January 7, 2026

Proposer
Carr, Riggs & Ingram, L.L.C.
7506 Lynx Way, Suite 201
Melbourne, Florida 32940
Phone: 321.255.0088
Fax: 386.336.4189

Submitted by
Lindsay Aviles, CPA
Partner
laviles@criADV.com

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C.* ("CRI CPA*"), CRI Advisors, LLC† ("CRI Advisors†" or "Advisors†"), and Capin Crouse, LLC* ("Capin Crouse CPA*"), and CRI Capin Crouse Advisors, LLC† ("Capin Crouse Advisors†") provide professional services. CRI CPA*, Capin Crouse CPA*, CRI Advisors†, Capin Crouse Advisors†, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA* and Capin Crouse CPA* are licensed independent certified public accounting ("CPA") firms that separately provide attest services, as well as additional ancillary services, to their clients. CRI CPA* and Capin Crouse CPA* are independently-owned CPA firms that provide attestation services separate from one another. CRI Advisors† and Capin Crouse Advisors† provide tax and business consulting services to its clients. CRI Advisors† and its subsidiaries, including Capin Crouse Advisors†, are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," "our," "us," and terms of similar import, denote the alternative practice structure conducted by CRI CPA*, Capin Crouse CPA*, Capin Crouse Advisors†, and CRI Advisors†, as appropriate.

†This is not a CPA firm.
*Assurance, attest, and audit services provided by Carr, Riggs & Ingram, L.L.C.

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TRANSMITTAL LETTER

Dear Selection Advisory Committee:

Carr, Riggs & Ingram, L.L.C. (CRI) appreciates the opportunity to propose on financial auditing services to the Town of Fort Myers Beach, Florida (the "Town"). We are genuinely excited about the prospect of serving you and demonstrating our exceptional client service and expertise in auditing Florida municipalities. This proposal is being submitted by Lindsay J. Aviles, CPA, who will function as the Engagement Partner and is authorized to make representations for CRI, negotiate a contract and bind CRI.

Understanding of Work to be Done. CRI understands that this RFP is for financial auditing services covering the initial period of the three (3) fiscal years ending September 30, 2025, September 30, 2026, and September 30, 2027, and options to renew for two additional one-year terms. Our firm is fully committed to performing the work within the required time period. This commitment is contingent upon the Town providing the necessary records, schedules, and supporting documentation within a reasonable timeframe prior to the June 30 deadline. Based on our experience with similar municipal engagements, we are confident in our ability to meet all reporting requirements efficiently and professionally.

CRI believes it is uniquely qualified to perform this engagement due to our extensive experience providing governmental auditing services, our in-depth knowledge of state and federal compliance requirements, and our commitment to responsive client service. Our team brings a strong understanding of municipal operations and a proven track record of delivering high-quality audits on schedule.

This proposal constitutes a firm and irrevocable offer and shall remain valid for a period of one hundred twenty (120) days from the proposal due date.

Investment in You. We believe in developing long-term, mutually beneficial relationships and quickly demonstrating value with a fee structure and service solutions that provide immediate and continued savings. Our investment starts on “Day 1” as your assigned team begins with our proven, streamlined process that minimizes your time and disruption during the service provider change and continues throughout the relationship.

Dedicated Team. CRI’s team consists of more than 2,000 professionals, which allows us to tailor your service team by aligning their industry, service, and specialty skills with your needs. Our dedicated teams deliver the highest level of business acumen and knowledge to your organization; our commitment to consistent staffing allows you to maximize savings and remain focused on your needs.

Equilibrium. CRI delivers big firm expertise with small firm service. Of approximately 46,000 public accounting firms in the United States, CRI currently ranks in the top 25. Additionally, as a part of PrimeGlobal, an association of independent accounting firms, we have access to international resources as – and when – needed. Leveraging these resources while maintaining local decision-making authority means that simplified solutions are only a phone call away. And we believe that’s the best of both worlds for our clients.

Thank you for the opportunity to submit this proposal. We appreciate your consideration and look forward to the possibility of serving the Town. Please do not hesitate to contact us if you require any additional information.



Lindsay Aviles, CPA
Partner, CRI Advisors, LLC
Partner, Carr, Riggs & Ingram, L.L.C.

TECHNICAL PROPOSAL

INDEPENDENCE

CRI personnel adhere to applicable independence, integrity and objectivity requirements of the American Institute of Certified Public Accountants (AICPA), Generally Accepted Government Auditing Standards, and other regulatory agencies that oversee areas in which we practice. Based on our internal policies and procedures, we assure you we are currently independent with respect to the Town, and any related component units. Should any information come to our attention that would impair our independence, such information would be communicated promptly to management.

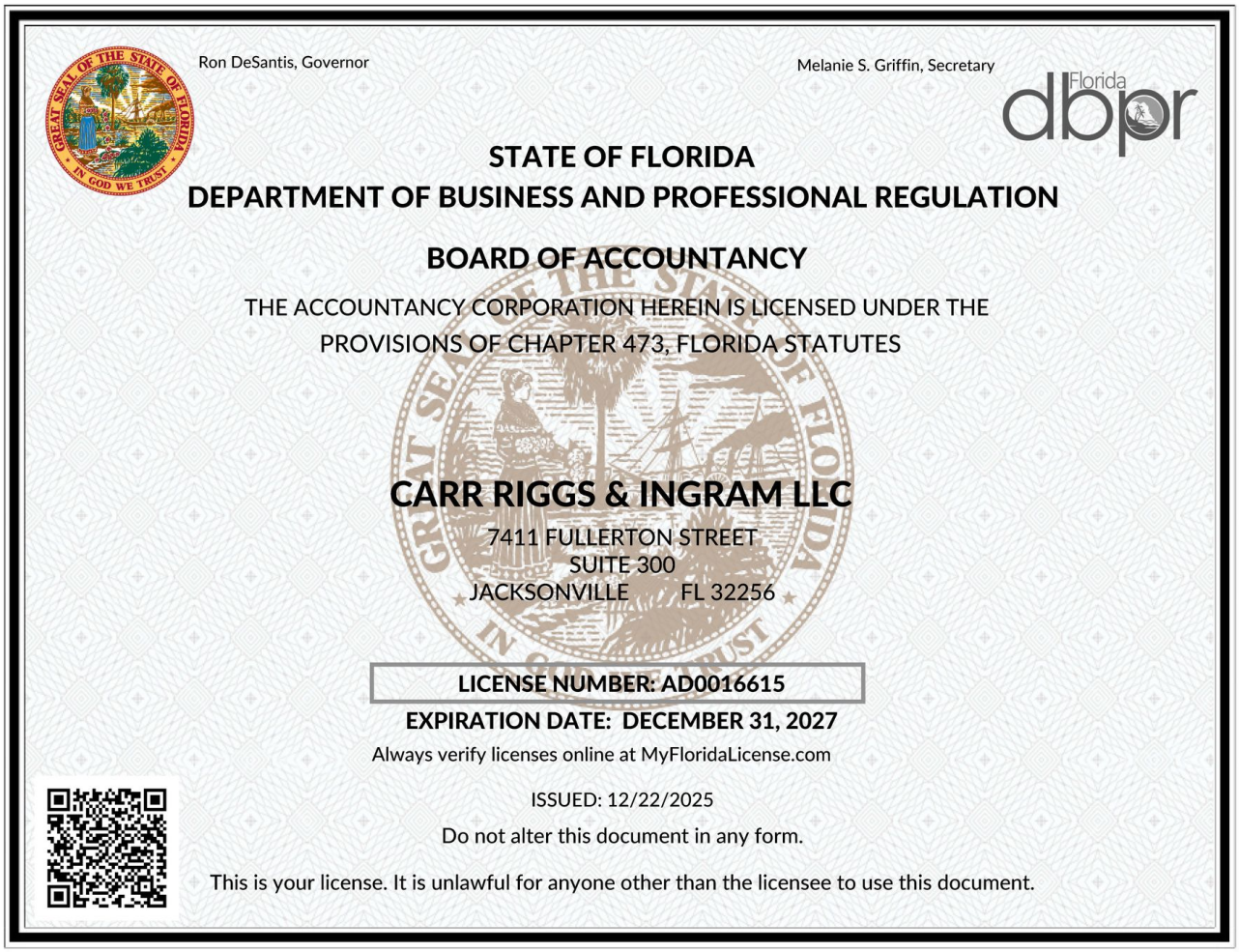
In addition, our firm-wide Government and Not-for-Profit Industry Line Leader, Ray Roberts, recently completed his term on the AICPA Professional Ethics Executive Committee, which creates the independence rules among other matters. CRI has policies and procedures to provide reasonable assurance that all professional personnel maintain independence, integrity and objectivity, as required under professional standards.

CRI as the service provider and its key employees and partners have no conflicts in providing the services described in this proposal.

CRI has not had a professional relationship with the Town for the past five (5) years.

FLORIDA BOARD OF ACCOUNTANCY LICENSE

CRI's proposed personnel primarily responsible for the completion of the services outlined in the RFP have licenses in good standing to practice Public Accounting to the extent required by the State of Florida. The licenses for the proposed personnel are included herein.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CARR RIGGS & INGRAM LLC

7411 FULLERTON STREET
SUITE 300
JACKSONVILLE FL 32256

LICENSE NUMBER: AD0016615

EXPIRATION DATE: DECEMBER 31, 2027

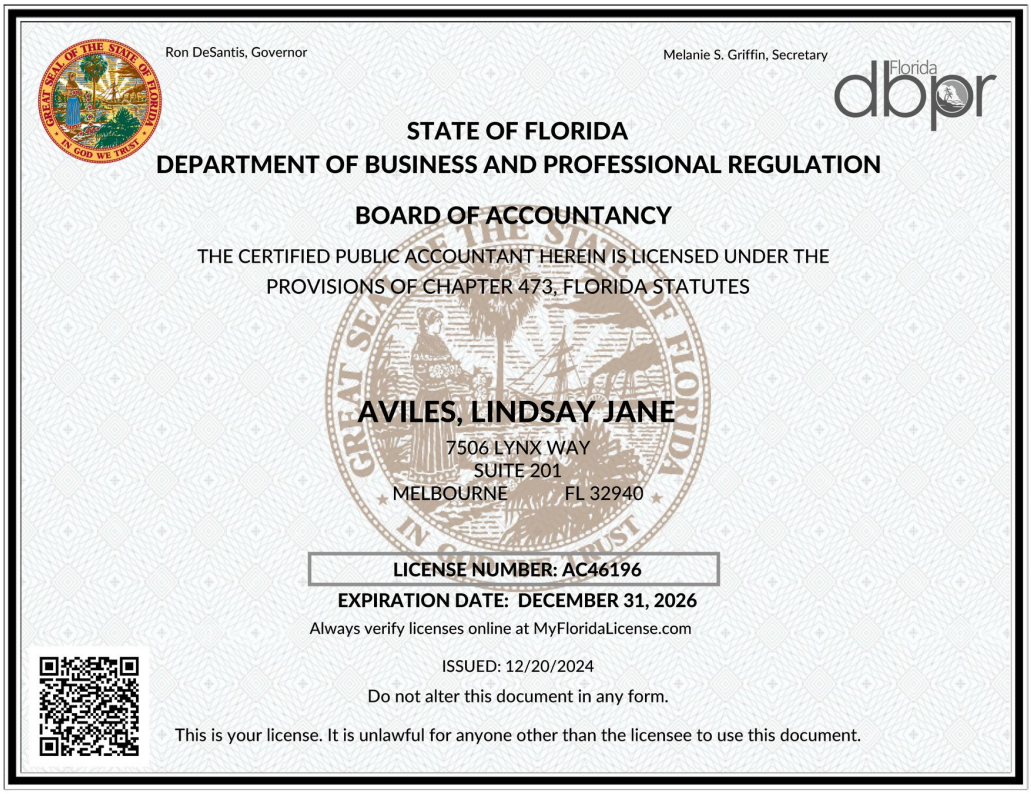
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ISSUED: 12/22/2025

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FLORIDA BOARD OF ACCOUNTANCY LICENSE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

AVILES, LINDSAY JANE

7506 LYNX WAY
SUITE 201
MELBOURNE FL 32940

LICENSE NUMBER: AC46196
EXPIRATION DATE: DECEMBER 31, 2026

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ISSUED: 12/20/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

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NOLL-RHAN, CHRISTINE ELIZABETH

7605 LYNX WAY SUITE 201
MELBOURNE FL 32940

LICENSE NUMBER: AC40342
EXPIRATION DATE: DECEMBER 31, 2026

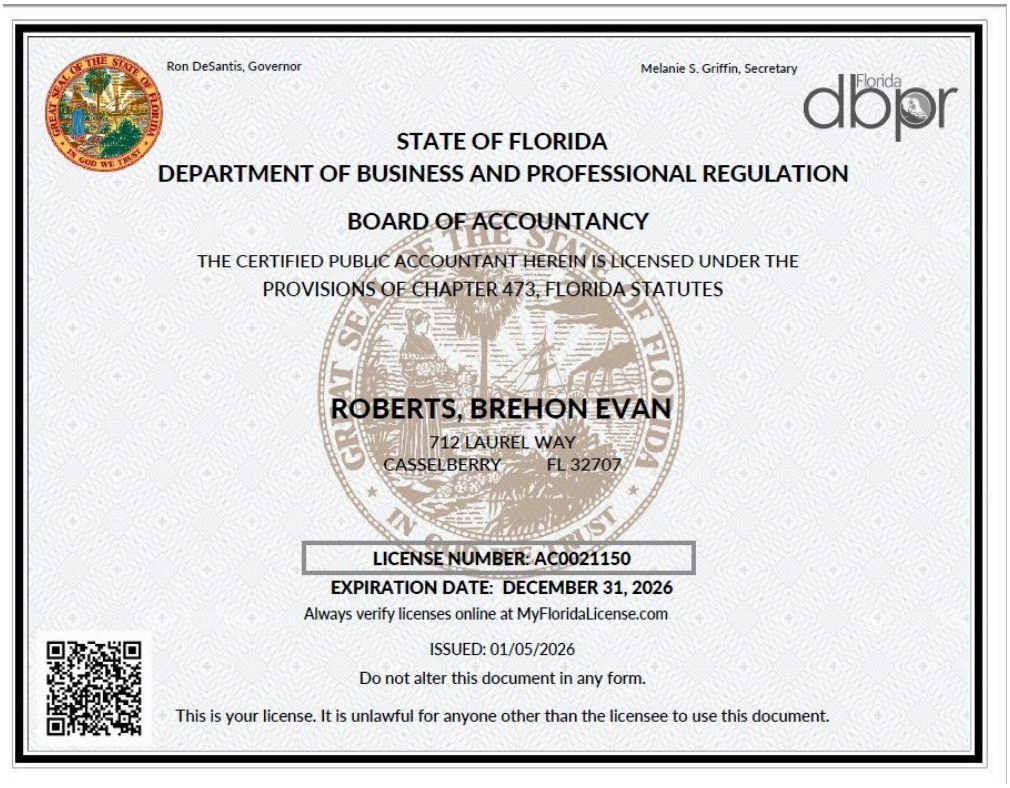
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

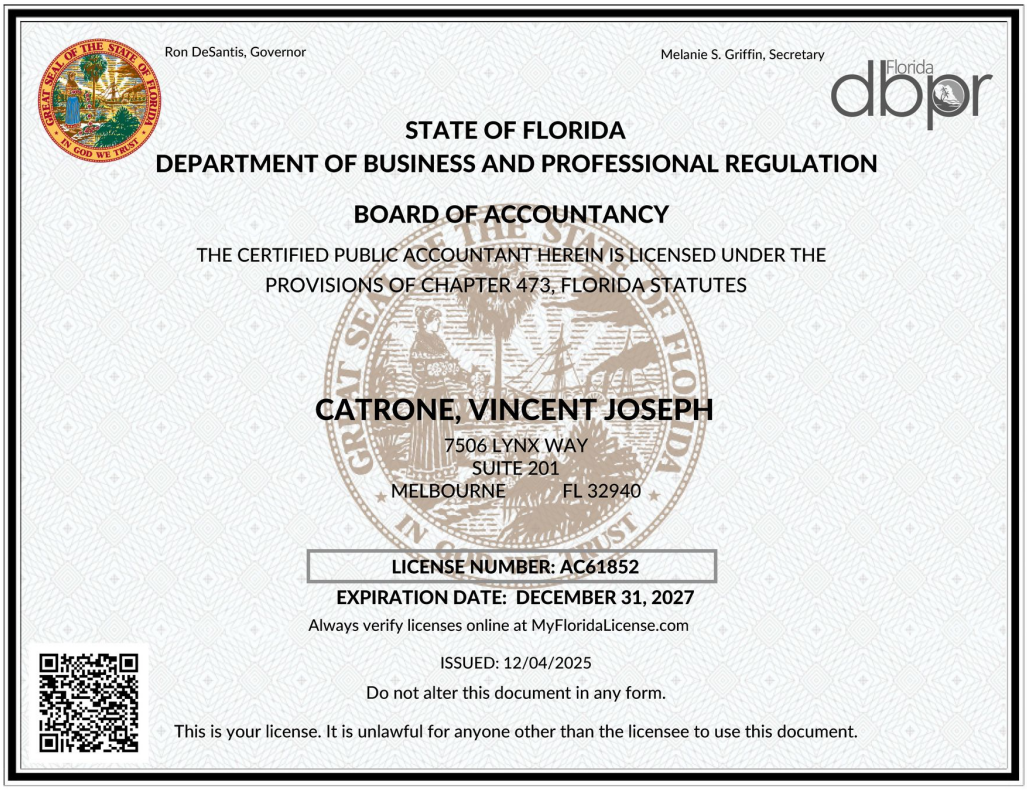
THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

ROBERTS, BREHON EVAN
712 LAUREL WAY
CASSELBERRY FL 32707

LICENSE NUMBER: AC0021150
EXPIRATION DATE: DECEMBER 31, 2026
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CATRONE, VINCENT JOSEPH
7506 LYNX WAY
SUITE 201
MELBOURNE FL 32940

LICENSE NUMBER: AC61852
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CRI FIRM PROFILE

FOUNDED IN 1997 • **35+ MARKETS** across the United States & Mexico

Carr, Riggs & Ingram (CRI) is a top 25* nationally-ranked accounting and advisory firm driven by relationships to cultivate growth. From traditional accounting services to leading-edge business support, technology resources, and assurance* offerings, CRI's breadth and depth of expertise takes you from compliance to competitive advantage.

2,000+ PROFESSIONALS

TOP 25* FIRM
(as ranked by Accounting Today)

CRI FIRM VALUES:
- CLIENT SERVICE.
- RESPECT.
- INTEGRITY.

100,000+ CLIENTS



25+ YEARS OF CONSISTENT GROWTH SINCE FORMATION



SERVICES

- Advisory
- Audit & Attest*
- Tax

INDUSTRY EXPERTISE

- Captive Insurance
- Commercial Real Estate
- Construction
- Financial Institutions
- Government & Public Sector
- Hospitals & Health Systems
- Insurance
- Manufacturing & Distribution
- Nonprofits
- Physician Groups
- Post-Acute Care
- Private Foundations
- Religious Organizations

CRI FAMILY OF COMPANIES

At CRI, we know that the best results come from a fully integrated approach to your business, organization, or family's financial well-being. The CRI Family of Companies works collectively to parallel our clients' evolving needs beyond traditional accounting, cutting-edge business support, technology solutions, outsourcing, and assurance*. By working side-by-side, our expansive suite of companies and their focused solutions provide more personalized, holistic advice that checks every box.

FIRM QUALIFICATIONS AND EXPERIENCE

HISTORY OF THE MAKE-UP AND COMPOSITION OF THE FIRM

Carr, Riggs & Ingram, LLC (CRI) was founded in 1997 as a partnership. Our headquarters are in Enterprise, Alabama. We currently have over 2,000 professionals and 400+ partners. Our average revenue for the past 5 years was $325 million.

CRI is a nationally-ranked accounting and advisory firm driven by relationships to cultivate growth. From traditional accounting services to leading-edge business support, technology resources, and assurance offerings, CRI's breadth and depth of expertise takes you from compliance to exemplary financial reporting. **Our team has resources to answer the Town's questions beyond those questions related to the financial audit.**

Over a quarter-century, Carr, Riggs & Ingram has not just grown but transformed. Now standing proudly among the top 25 firms in the U.S., our trajectory is steeped in innovation, shaping us into the firm of tomorrow—today. Our growth isn't merely a timeline; it's a testament to our entrepreneurial and pioneering spirit. As we harness cutting-edge technology and lead through industry evolution, our commitment to delivering actionable insights and solutions rooted in our founding principles of tailored Client service, Respect for all, and unyielding Integrity remains unwavering. As we look to the horizon, we at CRI are poised to redefine what's possible, and we invite our clients, old and new, to join us in shaping the future.

In planning and performing our audit of the financial statements, we will consider the Town's internal control over financial reporting. We will also perform tests of the Town's compliance with certain provision of laws, regulations, contracts and grant agreements. In addition to providing an efficient audit, CRI will be a reliable resource for the Town, providing ideas to improve performance and/or strengthen controls, summaries and guidance on upcoming standards, and answers to technical questions throughout the year. Our proven, streamlined process minimizes your time and disruption during the audit and continues throughout our professional relationship.

The strength of our firm rests on our commitment to client service. To that end, CRI works continuously to ensure our clients are updated and educated on changes to accounting standards and other changes impacting your Town. CRI continuously provides newsletters, webinars and other communications that are available at no cost to the Town.

SIZE OF STAFF AND LOCATION OF OFFICE

The Town's audit will be staffed with team members from the Melbourne office. The Melbourne office of CRI has 60+ employees, including 4 audit partners, 3 audit managers, 3 audit supervising seniors, 3 audit seniors, and 3 audit associates. Specialists and consulting partners may be utilized from other offices of CRI should the need arise during the audit process. CRI has 330+ government-focused auditors. **We have 15 governmental audit staff in the Melbourne office. CRI and all assigned key professional staff are properly licensed and registered, as required, to practice in the State of Florida. A total of 4 team members will be assigned to the Town's audit on a full-time basis.**

FIRM QUALIFICATIONS AND EXPERIENCE

EXPERIENCE PREPARING GOVERNMENTAL FINANCIAL STATEMENTS

The Melbourne office of CRI has 16 audit and consulting professionals serving 24 local governments and special districts. CRI has dedicated an industry line to serve our state and local government clients, which is spearheaded by some of the partners who will be assigned to this engagement. This includes **Lindsay Aviles, Engagement Partner**, and **Christine Noll-Rhan, Quality Control Review Partner**, both of whom have extensive experience in preparing and reviewing Annual Comprehensive Financial Reports and Single Audits. Both Lindsay and Christine are government industry leaders for CRI and serve as resources for other partners within the firm. Christine Noll-Rhan serves as one of the firm's engagement quality control reviewers for governmental audits and has presented at the FGFOA annual conference. Your assigned team will ensure proper implementation of GASB standards and best practices. Lindsay and Christine are currently the engagement partner or quality control review partner for 25+ government financial statement audits, 20+ single audits and over 30 ACFR's annually.

CRI's government audit professionals have extensive experience on financial statement audit engagements conducted under *Governmental Auditing Standards* and implementing the full range of GASB statements on a variety of entity types. Recently, we have assisted with the implementation of GASB 87 and GASB 96 for several entities and are prepared to assist in implementation of GASB 101, a significant new pronouncement coming into place during the coming years.

EXPERIENCE IN MEETING REQUIREMENTS OF THE CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

CRI is currently involved with assisting 28 entities in Florida to receive the ACFR award each year. CRI's government audit team includes current and former reviewers for the GFOA's ACFR award program. **We will utilize this expertise if requested to do so, to assist the Town to obtain this award**. In preparing the ACFR, CRI compares the statements to the GFOA ACFR checklist to ensure all required elements are included in the Town's ACFR.

SARC Award for Excellence Recipient

In 2019, CRI Received the Single Audit Resource Center (SARC) Award for Excellence in knowledge, value, and overall client satisfaction. This award is to recognize audit firms that provide an outstanding service to their clients. The award is based on feedback received from over 25,000 nonprofit and government entities about the knowledge of their auditors, the value of the services rendered, and overall satisfaction with their 2018 fiscal year end audit.

FIRM QUALIFICATIONS AND EXPERIENCE

EXTERNAL QUALITY CONTROL REVIEW

The most recent review of our firm was performed by Brown Edwards. **This review included specific governmental engagements.** We received a rating of "Pass" on the 2025 report, the highest rating possible. Copies of our most recent reports are presented in this proposal as noted in the Table of Contents.

RESULTS OF FEDERAL OR STATE DESK REVIEWS OR FIELD REVIEWS

The Firm's governmental audit work is subject to normal, recurring peer, federal and state regulatory reviews. No adverse findings have resulted from those reviews within the past three (3) years.

DISCIPLINARY ACTIONS

During the past three (3) years, there are no disciplinary actions taken or pending, neither by state regulatory bodies or by professional organizations, against CRI's partner or employees that will be servicing this engagement.

CRI FIRM SIZE & HISTORY

Stretching from New Mexico to North Carolina, Carr, Riggs & Ingram CPAs and Advisors (CRI) is a top 25 nationally ranked full-service accounting and advisory firm serving more than 100,000 clients in all 50 states. CRI's industry specializations include governments, construction, banking/financial institutions, healthcare, insurance, not-for-profits, and manufacturing and distribution.

CRI offers traditional and specialized services including audit and assurance, business consulting and support, forensic accounting, IT auditing, retirement plan auditing, SEC compliance, business valuation, tax planning, tax compliance, and trusts and estates work. Additionally, CRI's portfolio companies deliver service organization control (SOC) reports, data analytics, investment banking, business consulting, retirement plan administration services, wealth management, payroll management, and trust and estate services.

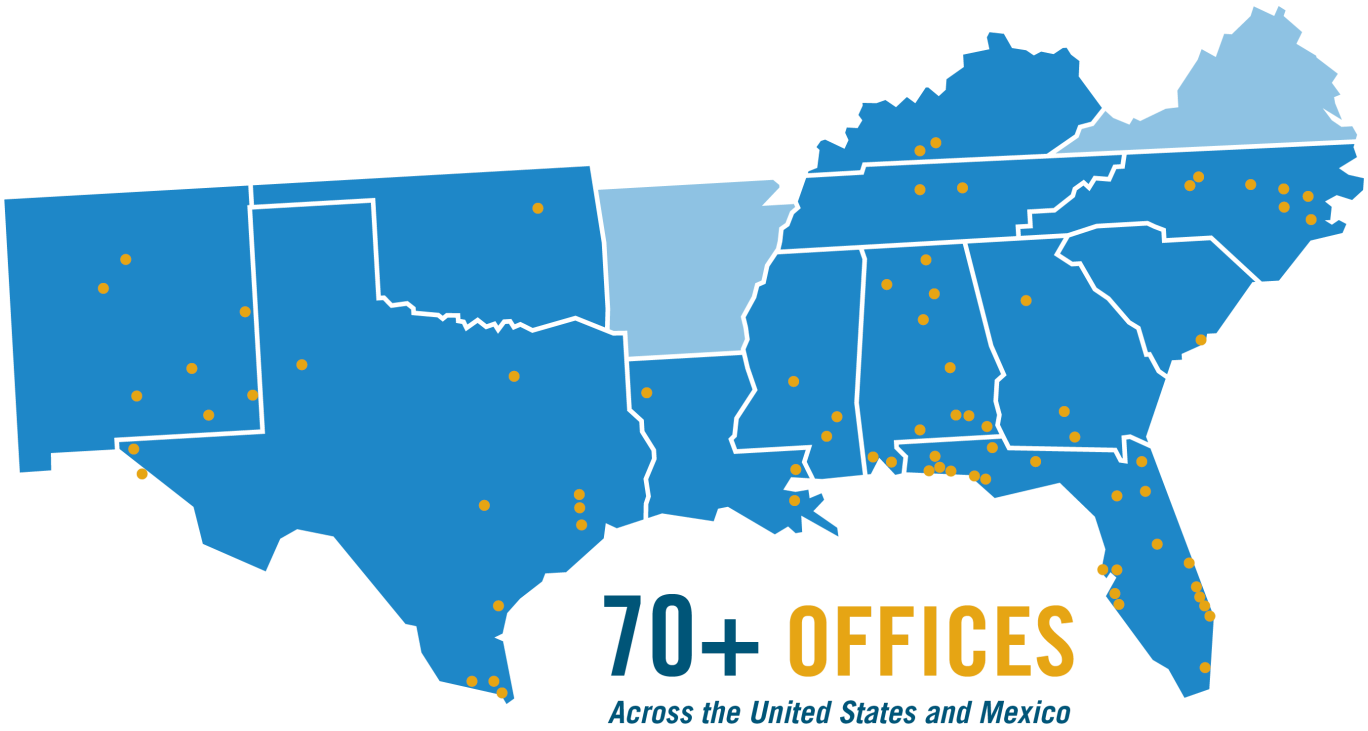
CRI is governed by a seven-member executive committee. The day-to-day governance is handled by our CEO, William Carr along with our corporate team.

CRI is structured by industry line to allow for our professionals to focus on the industries that best fit their talents and interest.

This industry line focus and firm-wide structure has allowed for our teams to consistently exceed the expectations of clients. Founded in 1997, CRI now boasts more than 2,000 professionals and over 400 partners who pride themselves on superior client service, respect, and integrity. We invite you to learn more about CRI by visiting **CRIadv.com**.

ALABAMA-BASED BUSINESS OPERATIONS

Born and bred in the Yellow Hammer State, CRI was established in Enterprise, Alabama, and is now the largest accounting and advisory firm headquartered in Alabama. Our partners and skilled staff have offices spread across our 12 state footprint and are ready to serve your needs.



GOVERNMENT & PUBLIC SECTOR PERFORMANCE AUDITS



CRI's seasoned governmental advisory team delivers in-depth, proactive guidance to help clients provide outstanding service to their communities and organizations.

Why CRI?

Our experienced governmental accounting team provides assurance, compliance, and dedicated support to educational institutions and governmental entities of all sizes. By leveraging technology, data analytics, and a foundational relationship-based approach, CRI's attuned governmental professionals tailor our service offerings to your organization's unique needs, allowing for closer collaboration and attention to detail. This approach enables us to improve your entity's operations while maintaining compliance and financial controls in the face of ever-changing regulatory scrutiny.

Related Services:

- Agreed Upon Procedures (AUPs)*
- Audit*
- Compliance Consulting
- Deferrals
- Financial Statement Preparation*
- Fraud & Forensics
- Internal Audit
- Performance Audits*
- Program Management & Administration
- Single Audit*

†This is not a CPA firm.
* Assurance, attest, and audit services provided by Carr, Riggs & Ingram, L.L.C.

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CRIadv.com

2025 PEER REVIEW REPORT

BROWNEDWARDS
certified public accountants

Report on the Firm's System of Quality Control

To the Partners of
Carr, Riggs & Ingram, L.L.C.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, L.L.C. (the "firm"), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act; audits of employee benefit plans; an audit performed under FDICIA; and an examination of a service organization (SOC 2 engagement).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, L.L.C., applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies), or fail*. Carr, Riggs & Ingram, L.L.C. has received a peer review rating of *pass*.

Brown, Edwards & Company, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia
September 30, 2025

www.becpas.com

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

AUDIT STAFF EMPLOYEES

The table below is based on our Melbourne office which will participate on the Town's audit.

AUDIT STAFF EMPLOYEE CLASS	TOTAL NUMBER	NUMBER OF CPA'S
Partner	2	2
Manager	1	1
Supervisor/Senior	2	1
Staff	2	0

PRINCIPAL STAFF

ENGAGEMENT TEAM MEMBER	ROLE	LICENSED CPA IN FLORIDA
Lindsay Aviles	Engagement Partner	Yes
Christine Noll-Rhan	Single Audit Partner	Yes
Brehon Roberts	Single Audit Manager	Yes
Vincent Catrone	Audit Supervising Senior	Yes

QUALITY OF STAFF

In addition to the firm's requirements for CPE for all audit team members, members of our audit team are active members of professional, voluntary organizations such as the American Institute of Certified Public Accountants (AICPA), the Governmental Audit Quality Center of the AICPA, the Center for Audit Quality of the AICPA, the Florida Institute of Certified Public Accountants, the Government Finance Officers Association and the Florida Government Finance Officers Association.

As a result of our membership in these voluntary organizations, we are subject to stricter quality control standards than firms that choose not to take this voluntary step to improve the quality of their practices. **We continually provide "classroom training" and on-the-job training to develop the knowledge base of our team members, helping them gain industry knowledge.** Additionally, our team members are regular presenters at state and local chapter FICPA and FGFOA events, which ensures they remain up-to-date on new accounting and auditing standards.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

YOUR TEAM

The team we have assembled for the audit of the Town is comprised of highly qualified members of our firm. All of the team members have been involved in auditing governments similar to the Town where all applicable Governmental Accounting Standards Board Statements have been implemented. All members of the proposed audit team also have experience performing Single Audits in accordance with *Government Auditing Standards*, Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Florida Single Audit Act as promulgated in Chapter 10.550, Rules of the Auditor General for the State of Florida. You can be assured of the quality of our staff over the term of the engagement. **Lindsay Aviles will be the Engagement Partner and Vincent Catrone will be assigned as the im-charge on the engagement.** All team members are licensed to practice as certified public accountants in Florida.



CONTINUING PROFESSIONAL EDUCATION

All CPA's assigned to the engagement have properly maintained CPE in governmental accounting and have completed the required Ethic Course by the State of Florida Board of Accountancy within the last two years.

In compliance with Yellow Book, all of our governmental auditors receive annual continuing professional education in excess of 80 hours every two years and 24 hours of government-specific accounting and auditing classes.

AUDIT EXPERIENCE

Because of the significant extent of our public sector practice, CRI has a large team of highly trained and experienced auditors and consultants that focus on this industry. Members of your proposed audit team are active members of industry focused organizations, professional organizations and regulators that serve the public sector. **Please see the detailed experience of each person assigned to your solution team on the resumes following.**

COMMITMENT TO STAFF CONTINUITY & QUALITY

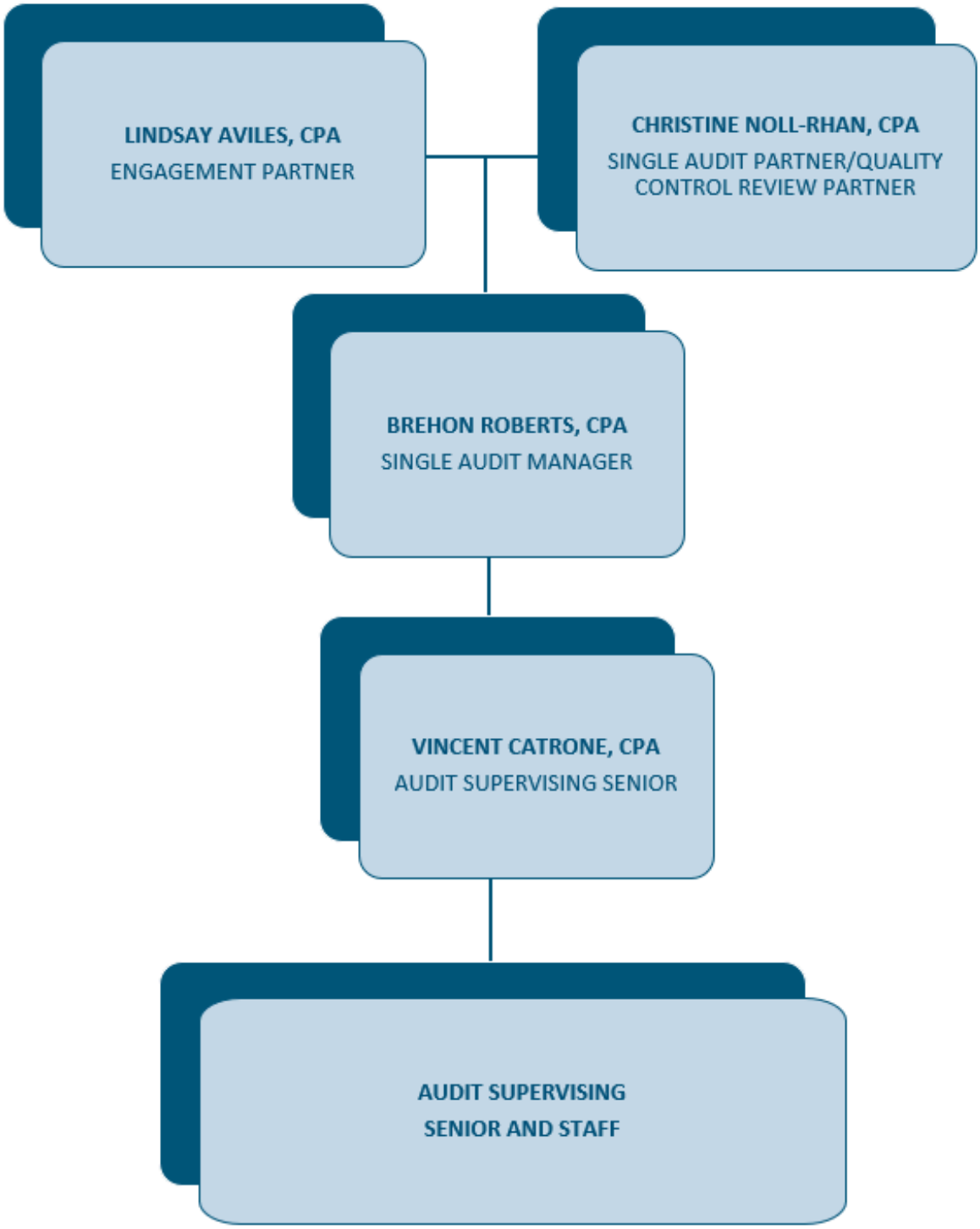
We recognize the importance of maintaining team continuity not only at the partner and manager level but all the way to the staff level. We will commit to maintaining the team the same throughout all years of the contract to the greatest extent possible (i.e., the team listed in this proposal will also be the team working on the audit in the second and third years of the engagement) and the overall team size will not change from year-to-year. Maintaining continuity benefits both us and our clients with increased efficiency over time in performing the audit. Continuity enables us to focus on substantive issues rather than start-up concerns, and it fosters a strong working relationship between our team and your personnel. Continuity of staffing is a priority in staff assignment decisions, and we will work hard to achieve a high degree of staff stability from year to year on the engagement.

As a top-priority client, the Town can expect CRI to provide consistent audit teams each year. All members of the engagement team are available to the Town to meet regarding any material matters that could affect the financial position or results of operations throughout the year and team members will respond timely to any calls or emails.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

ENGAGEMENT TEAM

The engagement team is based in the Melbourne, Florida office.



Lindsay Aviles

Partner, CRI Advisors, LLC
Partner, Carr, Riggs & Ingram, L.L.C.

laviles@CRIadv.com
321.426.3027 | Direct





Representative Clients

- City of Indian Harbour Beach, Florida's Municipal Police Officers Retirement Fund
- City of Daytona Beach, Florida
- City of Oak Hill, Florida
- City of Okeechobee, Florida
- City of West Melbourne, Florida
- Melbourne-Tillman Water Control District
- Greater Orlando Airport Authority
- City of Melbourne, Florida
- St. John's Improvement District
- Town of Indian River Shores, Florida
- Eastern Florida State College Housing Authority
- Town of Orchid, Florida
- City of Indian Harbour Beach, Florida

Experience

Lindsay has over 15 years of public accounting experience in the not-for-profit and governmental audit arena. As part of the Carr, Riggs & Ingram audit team, Lindsay has enjoyed providing auditing services to government entities, employee benefit plans, not-for-profits and local private companies. Prior to joining Carr, Riggs & Ingram in 2014, Lindsay was also an external auditor.She attends various continuing education courses in order to stay current on accounting standards and regulation changes. She assists our clients with implementing new standards and improving their internal controls

Lindsay will have the responsibility as the primary Engagement Partner on the audit.

Education, Licenses & Certifications

- BS, Accounting, University of Central Florida
- Certified Public Accountant, registered and licensed in Florida, 2013
- Masters, Accounting, Liberty University

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- United Way of Brevard, Board Member, Finance Committee Chair, and Treasurer
- Faith Presbyterian Church of Brevard, Treasurer
- New Life Mission, Board Member, Finance Committee Member



Lindsay Aviles, CPA		January 2023 through December 2025	
Course	**Credit Hours**	**Course**	**Credit Hours**
Ethics: Protecting the Integrity of FL CPAs in Industry	4.0	General Audit Topics	2.0
Employee Benefit Plan Audit Topics - Part 2	2.0	Considerations of Fraud in a Financial Statement Audit	2.0
Employee Benefit Plan Audit Topics - Part 1	2.0	Professional Skepticism	2.0
Introduction to Auditing Employee Benefit Plans	1.5	Auditing Leases (ASC 842)	2.0
Single Audit Update - Part 1	2.0	Auditing Revenue	2.0
Single Audit Update - Part 2	2.0	How To Thrive as a Partner	2.0
GASB 87 (Leases) Lessons Learned	2.0	GASB 100 Financial Statement Impact	1.0
2023 GASB Overview	2.0	IT as Part of the Financial Statement Audit (Session 5 of 6)	2.0
Yellow Book Overview	2.0	IT as Part of the Financial Statement Audit (Session 6 of 6)	2.0
Government Practice Topics	2.0	IT as Part of the Financial Statement Audit (Session 4 of 6)	3.0
General Audit Topics	2.0	IT as Part of the Financial Statement Audit (Session 3 of 6)	3.0
2023 ASB Overview	2.0	IT as Part of the Financial Statement Audit (Session 2 of 6)	2.5
2023 FASB Overview	2.0	IT as Part of the Financial Statement Audit (Session 1 of 6)	3.0
Risk Assessment	2.0	A Deep Dive into GASB Statement 103's Financial Reporting Model Improvements	6.0
Professional Skepticism	2.0	Employee Benefit Plan Audit Topics - Part 2	2.0
Considerations of Fraud in a Financial Statement Audit	2.0	Introduction to Auditing Employee Benefit Plans	2.0
Leases	2.0	Employee Benefit Plan Audit Topics - Part 1	1.5
Debt Classification, Impairment, Going Concerns, Restatements	2.0	Auditing Leases (ASC 842)	2.0
Employee Benefit Plan Audit Topics - Part 2	2.0	Auditing Revenue (1st Offering)	1.5
Employee Benefit Plan Audit Topics - Part 1	2.0	Governmental Accounting & Auditing Omnibus	2.0
Introduction to EBP Audits	2.0	HubSync Introduction for CAAS Training	2.0
Healthcare 2025	2.0	2023 Internal Inspection Results	1.0
Single Audit: Part 1 – Basic	2.0	Internal Controls - Payroll and Disbursements	1.0
Single Audit: Common Deficiencies	2.0	Risk Assessment Update for SAS 145	1.0
Single Audit: Part 2 - Update	2.0	EBP Highlights Thus Far and Reminders for the Final Stretch	1.0
Common Government Reporting Errors	2.0	The Critical Role of Cold Reviewer and EQCR	1.0
Government Practice Topics	1.5	Ethics: Protecting the Integrity of FL CPAs in Industry	4.0
Yellow Book Overview	1.0	Single Audit - 2025 Compliance Supplement	1.0
Auditing Inventory	2.0	A&A Quality Management System	1.0
ASB Overview	2.0	2025 Internal Inspection and Peer Review Results	1.0
Independence	2.0	GASB 101 Decoded: Lessons Learned and Next Steps for Compensated Absences	4.0
FASB Overview	2.0	**Total**	**127.5**

Christine E. Noll-Rhan

Partner, CRI Advisors, LLC
Partner, Carr, Riggs & Ingram, L.L.C.

cnollrhan@CRIadv.com
321.426.3039 | Direct



Representative Clients

- City of Melbourne, Florida
- City of Fellsmere, Florida
- City of Okeechobee, Florida
- City of Satellite Beach, Florida
- Space Florida
- Town of Indialantic, Florida
- Sebastian Inlet Tax District
- Town of Orchid, Florida
- Indian River Mosquito Control District
- City of Rockledge, Florida
- Melbourne-Tillman Water Control District
- Eastern Florida State College Foundation
- Town of Lake Clarke Shores, Florida
- St. John's Improvement District
- City of Maitland, Florida
- City of Groveland, Florida
- City of Lake Worth Beach, Florida

Internal Audit Engagement

- Brevard County, Florida

Consulting Engagement

- Bradford County, Florida
- City of Coral Springs, Florida

Experience

Christine is a certified public accountant and has 18 years of governmental audit experience. Christine works primarily with governmental and not-for-profit entities. Christine is currently the audit partner for 13 governmental entities and an engagement quality control partner for over 10 governmental entities.

Christine works with governmental entities to create and improve their audited financial statements. She has hands-on experience working on government entities. Christine has in-depth knowledge of both Federal and State single audits. Her clients will tell you she is extremely organized and focuses on completing the audit in an efficient and timely manner.

Christine has been involved as a partner on audits of Florida municipalities for over 5 years. She has extensive experience in auditing governmental entities, and is a FGFOA presenter.

Education, Licenses & Certifications

- BS, Accounting, Penn State University, 2005
- Masters, Accounting, Florida Atlantic University, 2009
- Certified Public Accountant - registered and licensed in Florida, 2008
- Not-for-Profit 1 Certificate (AICPA)

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)
- Brevard Schools Foundation, Treasurer
- Lead Brevard, Treasurer

Christine Noll-Rhan, CPA			January 2023 through December 2025
Course	Credit Hours	Course	Credit Hours
General SSARS Overview	2.0	IT as Part of the Financial Statement Audit (Session 5 of 6)	2.0
Not-for-Profit Overview	2.0	IT as Part of the Financial Statement Audit (Session 3 of 6)	3.0
Outsourced Controller	2.0	IT as Part of the Financial Statement Audit (Session 4 of 6)	3.0
Single Audit Update - Part 1	2.0	IT as Part of the Financial Statement Audit (Session 1 of 6)	3.0
Single Audit Common Deficiencies	2.0	IT as Part of the Financial Statement Audit (Session 2 of 6)	2.5
Single Audit Update - Part 2	2.0	2024 Compliance Supplement	1.0
2023 GASB Overview	2.0	General SSARS Overview	2.0
Yellow Book Overview	2.0	2024 Not-for-Profit Overview	2.0
Government Practice Topics	2.0	Single Audit Update Part I	2.0
GASB 87 (Leases) Lessons Learned	2.0	Single Audit Update Part II	2.0
General Audit Topics	2.0	Financial Institution Hot Topics	2.0
Risk Assessment	2.0	GASB Overview	2.0
2023 FASB Overview	2.0	Construction Accounting & Taxation Overview	2.0
Debt Classification, Impairment, Going Concerns, Restatements	2.0	Common Government Reporting Errors	6.0
Considerations of Fraud in a Financial Statement Audit	2.0	Independence	2.0
Leases	2.0	2024 ASB Overview	2.0
Professional Skepticism	2.0	General Audit Topics	2.0
Lease Implementation FAQs	1.0	2024 FASB Overview	2.0
Did You Know? A Guide to Governmental Accounting and Auditing Resources	1.0	Consideration of Fraud in a Financial Statement Audit (1st Offering)	2.0
2023 CRI Partner Meeting	11.0	Auditing Revenue (1st Offering)	2.0
2023 CRI Equity Partner Meeting	1.0	Introduction to the Global Internal Audit Standards	1.0
AI: How does it work, what are the risks, and what can we do with it?	2.0	HubSync Rollout - CONSULTING - Welcome ALL Employees	2.0
Analytical Procedures for Assurance Engagements	2.0	Town Hall: CPA Licensure Pathways and Mobility Update	1.0
Single Audit: Part 1 – Basic	2.0	HubSync Rollout - Audit	2.0
Single Audit: Common Deficiencies	2.0	HubSync Introduction for CAAS Training	2.0
Single Audit: Part 2 - Update	2.0	2023 Internal Inspection Results	1.0
Introduction to Governmental Accounting	2.0	Internal Controls - Payroll and Disbursements	1.0
Common Government Reporting Errors	4.0	Risk Assessment Update for SAS 145	1.0
Government Practice Topics	2.0	Ethics: Protecting the Integrity of FL CPAs	4.0
Independence	2.0	2023 GASB Update	2.0
General Audit Topics	2.0	The Critical Role of Cold Reviewer and EQCR	1.0
FASB Overview	2.0	Let's Talk About Debt Covenants	1.0
ASB Overview	2.0	Single Audit - 2025 Compliance Supplement	1.0
Considerations of Fraud in a Financial Statement Audit	2.0	2025 Internal Inspection and Peer Review Results	1.0
Auditing Revenue	2.0	GASB 101 Decoded: Lessons Learned and Next Steps for Compensated Absences	1.5
Professional Skepticism	2.0	OnPoint DAS Enhanced Essentials	24.0
GASB 100 Financial Statement Impact	2.0	OnPoint DAS State & Local Government Essentials	4.0
IT as Part of the Financial Statement Audit (Session 6 of 6)	2.0	OnPoint DAS Single Audit Essentials	4.0
		Total	**185.0**

Brehon Roberts

Manager

broberts@CRIadv.com
321.701.6251 | Direct



Experience

Brehon is a recent addition to Carr, Riggs & Ingram. Brehon has over 25 years of public accounting experience in the not-for-profit and senior housing audit arena. As part of the Carr, Riggs & Ingram audit team, Brehon will provide auditing services to our government entities, employee benefit plans, not-for-profits and local private companies. Prior to joining Carr, Riggs & Ingram Brehon worked for two of the "Big 4" and other prominent firms as well as an external auditor.

Brehon will have the responsibility as the Engagement Manager on the single audits for the Town's audit.

Education, Licenses & Certifications

- BS, Accounting, University of Central Florida
- Certified Public Accountant, registered and licensed in Florida, 1989

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Central Care Mission, Advisory Board
- Pinnacle Counseling Institute, Advisory Board and Registered Agent

Brehon Roberts, CPA			January 2023 through December 2025
Course	Credit Hours	Course	Credit Hours
Employee Benefit Plans	1.5	How to Prepare for your FNHURS Financial Statement Audit	1.0
A&A Quarterly Meeting January 2023	1.5	Services MSL and MSLGG Provide for HC Clients	1.0
Healthcare Practice Group Meeting	1.0	A&A Quarterly Meeting Jan 2024	1.5
A&A Quarterly Meeting May 2023	1.0	MSL's 2024 Governmental Update Webinar Day 1	4.0
MSL's 2023 Governmental Update Webinar Day 1	1.5	MSL's 2024 Governmental Update Webinar Day 2	4.0
MSL's 2023 Governmental Update Webinar Day 2	4.0	MSL Florida Ethics for CPA's 2024	4.0
Healthcare Practice Group Meeting	4.0	Healthcare Practice Group Meeting	1.0
2023 MSLU Annual Conference - Virtual Day	1.0	MSL 2024 Virtual Conference Day 1	3.0
2023 MSLU Annual Conference - Firm Day 1	6.0	MSL 2024 Virtual Conference Day 2	4.0
2023 MSLU Annual Conference - Firm Day 2	4.0	MSLU Annual Conference - Virtual Day	6.0
Moore Ambition 2023 - EMEA & The Americas	4.0	The New Lease Standard	10.0
Healthcare Practice Group Meeting	1.0	Healthcare Practice Group Qtrly Meeting	1.0
A&A Quarterly Meeting May 2023	1.0	Yellow Book Update	8.0
Update on SAS 145 and MSL's Risk Assessment Matrix	1.0	Audit Reporting Standards SAS 142-145	4.0
Preparing for the Next Phase: Long-Term Lease Accounting Success	1.0	Understanding The Fraudster	10.0
Healthcare Practice Group Meeting - Mediciad Programs	1.0	MSL Quarterly A&A Update Q3 2024	1.0
Revenue Recognition for Healthcare Entities	1.0	The New Revenue Standard	8.0
Preparing for the New FNHURS Rules Impacting Florida Nursing Homes	1.0	MSL Quarterly HCPG Update Q3 2024	1.0
Overview of Medicare and Hot Topics	1.0	**Total**	110.0

Vincent Catrone

Supervising Senior Accountant

vcatrone@CRIadv.com
321.426.3074 | Direct



Representative Clients

- City of Edgewood, Florida
- City of Maitland, Florida
- City of Daytona Beach, Florida
- Titusville-Cocoa Airport Authority
- City of Cocoa Beach, Florida
- Bridges, Inc.
- Daily Bread, Inc.
- Space Florida
- City of Oak Hill, Florida
- City of Indian Harbour Beach, Florida

Experience

Vincent joined Carr, Riggs & Ingram in October of 2022. Vincent came to the firm from the transportation and logistics industry, where he spent 12 years with the United Parcel Service. At the United Parcel Service he held several different managerial roles that instilled in him the importance of integrity and strong client service. Since joining the firm, Vincent has worked with many of our governmental and non-profit clients, providing audit and assurance services.

Education, Licenses & Certifications

- BS, in Business Administration - Specialization in Accounting, University of Central Florida
- Certified Public Accountant - registered and licensed in Florida, 2024

Vincent Catrone, CPA			January 2023 through December 2025
Course	Credit Hours	Course	Credit Hours
Internal Controls - Part 2 - Module 2	4.0	GASB 100 Financial Statement Impact	1.0
Internal Controls - Part 2 - Module 3	3.0	IT as Part of the Financial Statement Audit (Session 6 of 6)	2.0
Internal Controls - Part 2 - Module 1	4.0	IT as Part of the Financial Statement Audit (Session 5 of 6)	2.0
Internal Controls - Part 1 - Module 3	4.0	IT as Part of the Financial Statement Audit (Session 4 of 6)	3.0
Internal Controls - Part 1 - Module 2	4.0	IT as Part of the Financial Statement Audit (Session 3 of 6)	3.0
Internal Controls - Part 1 - Module 1	4.0	IT as Part of the Financial Statement Audit (Session 2 of 6)	2.5
Not-for-Profit Overview	2.0	IT as Part of the Financial Statement Audit (Session 1 of 6)	3.0
Outsourced Controller	2.0	2024 Compliance Supplement	1.0
General SSARS Overview	2.0	Internal Controls Part 2 - Module 2	4.0
Intro to Healthcare Consulting	2.0	Internal Controls Part 2 - Module 3	2.5
Single Audit Update - Part 2	2.0	Internal Controls Part 1 - Module 3	3.5
Single Audit Update - Part 1	2.0	Internal Controls Part 2 - Module 1	4.0
Introduction to Auditing Employee Benefit Plans	2.0	Internal Controls Part 1 - Module 1	4.0
Single Audit Common Deficiencies	2.0	Internal Controls Part 1 - Module 2	4.0
GASB 87 (Leases) Lessons Learned	2.0	Colleges and Universities	2.0
Yellow Book Overview	2.0	General SSARS Overview	2.0
2023 GASB Overview	2.0	2024 Not-for-Profit Overview	2.0
Government Practice Topics	2.0	Single Audit Update Part II	2.0
Risk Assessment	2.0	Single Audit Update Part I	2.0
2023 FASB Overview	2.0	Single Audit Common Deficiencies	2.0
2023 ASB Overview	2.0	Common Government Reporting Errors	2.0
General Audit Topics	2.0	Government Practice Topics	2.0
Audit Staff Training - Part 2	2.0	GASB Overview	2.0
Staff Training - Combined Session (AA & Tax) - Part 1	2.0	Yellow Book Overview	2.0
Audit Staff Training - Part 3	2.0	2024 FASB Overview	2.0
Audit Staff Training - Part 4	2.0	General Audit Topics	2.0
Lease Implementation FAQs	1.0	2024 ASB Overview	2.0
Employee Benefit Plan Audit Topics - Part 1	2.0	Independence	2.0
Introduction to EBP Audits	2.0	Auditing Revenue (1st Offering)	2.0
Employee Benefit Plan Audit Topics - Part 2	2.0	Consideration of Fraud in a Financial Statement Audit (1st Offering)	2.0
Single Audit: Common Deficiencies	2.0	Auditing Leases (ASC 842)	2.0
Single Audit: Part 2 - Update	2.0	Auditor Engaged Valuation Specialist - Harvest	2.0
Single Audit: Part 1 – Basic	2.0	2023 Internal Inspection Results	1.0
Introduction to Governmental Accounting	2.0	Internal Controls - Payroll and Disbursements	1.0
Government Practice Topics	2.0	How To Build a Professional Network - CRILA 2023	2.0
Common Government Reporting Errors	2.0	Risk Assessment Update for SAS 145	1.0
GASB Overview	2.0	Let's Talk About Debt Covenants	1.0
Yellow Book Overview	2.0	Single Audit - 2025 Compliance Supplement	1.0
ASB Overview	2.0	A&A Quality Management System	1.0
FASB Overview	2.0	Jin Chang on What It Really Means to Be AI-Ready	1.0
General Audit Topics	2.0	Auditing at the Speed of Risk with Richard Chambers	1.0
Independence	2.0	2025 Internal Inspection and Peer Review Results	1.0
Audit Senior Training - Part 2	2.0	GASB 101 Decoded: Lessons Learned and Next Steps for Compensated Absences	2.0
Audit Senior Training - Part 4	2.0	The New Era of Audit	1.0
Audit Senior Training - Part 3	2.0	Deloitte Caught Making AI Workslop, IRS Shutdown Continues	1.0
Audit Senior Training - Part 1	2.0	The Checklist Trap – Why Auditors Stop Thinking	1.0
Coaching and Mentoring	2.0	**Total**	**195.5**

PRIOR ENGAGEMENTS WITH THE TOWN OF FORT MYERS BEACH

CRI has not had a professional relationship with the Town for the past five (5) years.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

The most significant similar engagements performed by the office that will be assigned responsibility for the Town audit, are listed below, ranked on the basis of total staff hours.

CLIENT NAME & PRINCIPAL CONTACT	YEAR(S) AUDITED	SCOPE OF WORK	TOTAL HOURS	ENGAGEMENT PARTNER(S)
City of Daytona Beach, Florida Natalia Eckroth, Chief Financial Officer 386-671-8063	2014 - Present	Audit of Financial Statements; Assistance in the Preparation of ACFR; Audit of CRA; Examination of CRA; Investment Examination; Federal and State Single Audits	998	Lindsay Aviles
City of West Melbourne, Florida Keith Smith, Finance Director 321-327-6618	2013 - Present	Audit of Financial Statements; Assistance in the Preparation of ACFR; Audit of CRA; Examination of CRA; Investment Examination; Federal and State Single Audits	825	Lindsay Aviles
City of Indian Harbour Beach, Florida Angie Dollens, City Comptroller 321-773-3181	2025 - Present	Audit of Financial Statements; Assistance in the Preparation of Financial Statements; Investment Examination; CSLFRF Examination	522	Lindsay Aviles
Town of Indialantic, Florida Michael Casey, Town Manager 321.723.2242	2001 - Present	Audit of Financial Statements; Assistance in the Preparation of Financial Statements; Investment Examination	310	Christine Noll-Rhan
Town of Indian River Shores, Florida Heather Christmas, Town Treasurer 772-231-1771	2016 - Present	Audit of Financial Statements; Investment Examination	224	Christine Noll-Rhan

SAMPLE OF GOVERNMENTAL CLIENTS

The engagement team has extensive experience in performing similar internal audit services as outlined in the scope of services. Key members of the engagement team currently perform risk assessments and similar internal audit services for various governmental entities, including cities, counties, airport authorities, and school districts. The table below is a list of active CRI clients *(work performed within the last 5 years)* and illustrates a sampling of CRI's extensive governmental experience.

CRI'S SAMPLE OF CURRENT GOVERNMENTAL CLIENTS						
Client Name	**Total Number of Funds**	**Total Revenue**	**Annual Audit**	**Single Audit**	**ACFR Award**	**Various Consulting Services**
County Government Clients						
Alachua County, FL	31	$270M	X	X	X	
Baker County, FL	37	$29M	X	X		
Bay County, FL	31	$199M	X	X	X	
Brevard County, FL	38	$505M				X
Calhoun County, FL	33	$25M	X	X		
Currituck County, NC	36	$148M	X	X	X	
Dixie County, FL	30	$18M	X	X		
Duval County/City of Jacksonville, FL	51	$1.8B	X	X	X	
Flagler County, FL	61	$186M	X	X	X	
Holmes County, FL	18	$16M	X	X		X
Jackson County, FL	60	$40M	X	X		
Levy County, FL	39	$41M	X	X		
Manatee County, FL	45	$682M	X	X	X	
Martin County, NC	24	$38M	X	X		
Pamlico County, NC	15	$49M	X	X		
Pasco County, FL	87	$762M	X	X	X	
Putnam County, FL	52	$87M	X	X	X	
Sarasota County, FL	210	$839M	X	X	X	
St. Johns County, FL	99	$293M	X	X	X	
Sumter County, FL	44	$102M	X	X		
Walton County, FL	41	$110M	X	X	X	X
Washington County, FL	92	$27M	X	X		

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

CRI'S SAMPLE OF CURRENT GOVERNMENTAL CLIENTS						
Client Name	**Total Number of Funds**	**Total Revenue**	**Annual Audit**	**Single Audit**	**ACFR Award**	**Various Consulting Services**
Municipal Government Clients						
City of Bonifay, FL	5	$6.8M	X	X		
City of Callaway, FL	6	$13M	X	X	X	
City of Cocoa Beach, FL	N/A					X
City of Crest View, FL	N/A					X
City of Daytona Beach, FL	67	$93M	X	X	X	
City of Destin, FL	6	$13M	X	X	X	
City of Fellsmere, FL	18	$5M	X	X		
City of Fort Lauderdale, FL	35	$688M				X
City of Gainesville, FL	86	$130M	X	X	X	
City of Groveland, FL	4	$26M	X			
City of Gulfport, FL	14	$17M	X		X	
City of Indian Harbour Beach, FL	7	$13M	X			
City of Jacksonville/Duval County, FL	51	$1.8B	X	X	X	
City of Lake Wales, FL	15	$50M	X	X	X	X
City of Lake Worth Beach, FL	2	$196M	X	X	X	
City of Maitland, FL	16	$40M	X		X	
City of Melbourne, Florida / Melbourne Airport Authority, FL	24	$159M	X	X	X	
City of New Port Richey, FL	10	$40M	X	X	X	
City of Oak Hill, FL	1	$2.6M	X			
City of Okeechobee, FL	6	$6M	X			
City of Palatka, FL	10	$18M	X	X	X	

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

CRI'S SAMPLE OF CURRENT GOVERNMENTAL CLIENTS						
Client Name	**Total Number of Funds**	**Total Revenue**	**Annual Audit**	**Single Audit**	**ACFR Award**	**Various Consulting Services**
Municipal Government Clients (Continued)						
City of Palm Bay, FL	31	$129.5M	X			
City of Panama City Beach, FL	11	$73M	X			
City of Parker, FL	2	$3M	X	X		
City of Port St. Lucie, FL	28	$596M	X	X	X	
City of Rockledge, FL	8	$26M	X			
City of Sebastian, FL	17	$36M	X	X	X	
City of Springfield, FL	5	$6M	X	X		
City of Treasure Island, FL	9	$15M	X		X	X
City of West Melbourne, FL	7	$20M	X		X	
Ponte Vedra Beach Municipal Service District, FL	1	$790K	X			
Santa Rose Island Authority, FL	1	$7.5M	X			
Town of Beaufort, NC	19	$25M				X
Town of Callahan, FL	2	$1M	X	X		
Town of Ebro, FL	3	$175K	X			
Town of Howey-in-the-Hills, FL	9	$2M	X	X		
Town of Indialantic, FL	6	$3M	X			
Town of Indian River Shores, FL	9	$7M	X			
Town of Orchid, FL	1	$1M	X			X
Town of Sewall's Point, FL	3	$6M	X			
Town of Williamston, NC	10	$15M	X	X		

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

CRI'S SAMPLE OF CURRENT GOVERNMENTAL CLIENTS						
Client Name	**Total Number of Funds**	**Total Revenue**	**Annual Audit**	**Single Audit**	**ACFR Award**	**Various Consulting Services**
School District Clients						
Atlanta Public Schools, GA	N/A	N/A				X
Broward County Schools, FL	N/A	$3.9B				X
Calhoun County School Board, FL	6	$663K	X	X		
Manatee County School Board, FL	N/A	$820M				X
Monroe County Public Schools, FL (Internal Accounts)	1	$3M	X			
Nassau County School Board, FL	1	$3.7M	X			
Northeast Regional School of Biotechnology and Agriscience, NC	3	$2M	X	X		
Okaloosa County District School Board, FL	20	$269M	X	X		
Orange County Public Schools, FL (Internal Accounts)	1	$43M	X			
Okaloosa County District School Board, FL	20	$269M	X	X		
Osceola County School District, FL	N/A	N/A				X
Pasco County School District School Board, FL	20	$743M	X	X		
Pinellas County School District School Board, FL	20	$1.1B	X	X		
Pitt County Board of Education, NC	7	$334.4M	X	X	X	
Santa Rosa County School District School Board, FL	N/A	N/A				X
School Board of Highlands County, FL	N/A	$108.4M				X
School Board of Sarasota County, FL	N/A	$626M				X
Seminole County School District, FL	N/A	N/A				X
Walton County School Board, FL	9	$2M				X

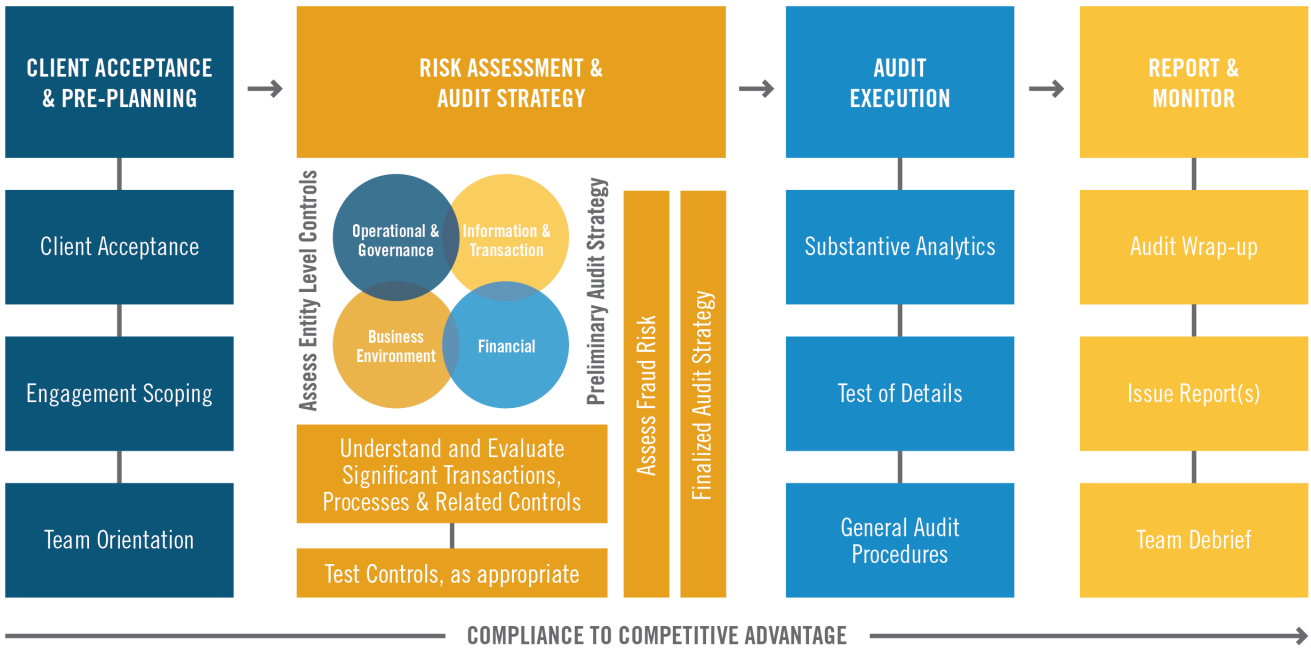
SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

CRI'S SAMPLE OF CURRENT GOVERNMENTAL CLIENTS						
Client Name	**Total Number of Funds**	**Total Revenue**	**Annual Audit**	**Single Audit**	**ACFR Award**	**Various Consulting Services**
Other Government Clients						
Belfast-Patetown Sanitary District, NC	1	$3.5M	X			
Brookstone Community Development District, FL	3	$1.9M	X			
City Gate Community Development District, FL	2	$360K	X			
Clerk of the Circuit Court and Comptroller Martin County, FL	2	$6.7M	X			
Destin Fire Control District, FL	2	$6M	X			
Eastern Wayne Sanitary District, NC	1	$4M	X			
Eastpoint Water & Sewer District, FL	1	$1.2M	X			
Emerald Lakes Community Development District, FL	3	$39K	X			
Florida Ports Financing Commission, FL	2	$1.4M	X	X	X	
Florida Prepaid College Board, FL	4	$40M	X			X
Florida State Fair Authority, FL	1	$17M	X			
Hammock Bay CDD, FL	2	$300K	X			
Heritage Pines CDD, FL	1	$185K	X			
Holley-Navarre Fire District, FL	3	$6M	X			
Jacksonville Port Authority, FL	N/A	N/A				X
Lakewood Ranch Stewardship District, FL	3	$33M	X			
Manatee County Florida Housing Finance Authority, FL	1	$1M	X			

SPECIFIC AUDIT APPROACH

CRI AUDIT APPROACH

Our audit approach is a four-stage approach, as depicted in the summary below. Our client acceptance and risk assessment procedures occur during detailed conversations and observations with your team. The results of those procedures allow us to tailor an audit program to your specific risks and needs. We then execute the audit, report the results, and evaluate continuous improvement opportunities for ongoing service and benefit to you.



SPECIFIC AUDIT APPROACH

CRI AUDIT APPROACH

STAGE 1: CLIENT ACCEPTANCE & PRE-PLANNING

- Perform client acceptance procedures.
- Collaborate with management to agree to expectations and scope.
- Assign appropriate staff based on client needs and assessed risk.

STAGE 2: RISK ASSESSMENT & AUDIT STRATEGY

- Interview client personnel and others to understand client-specific objectives and risks.
- Assess following aspects of the organization for their impact on the audit plan:
  - environmental and other external risks,
  - management's fraud and IT risk assessment models,
  - entity level controls including:
    - control environment
    - risk assessment,
    - information and communication,
    - and monitoring controls.
  - IT General Computer (ITGC) controls, such as
    - IT Environment
    - Developing and Delivering IT, and
    - Operating and Monitoring IT.
- Determine materiality.
- Develop and document our understanding of and/or reliance on:
  - linkage of financial statements to:
    - significant transactions,
    - processes,
    - IT systems, and
    - related controls,
  - existence of/reliance on SOC entities and their reports,
  - internal audit, and
  - specialists (e.g. valuation, pension costs, etc.).
- If elected, test controls including ITGC, through a mix of:
  - inquiry,
  - observation
  - examination, and
  - re-performance.
- Perform preliminary analytical procedures.
- Finalize risk assessments and develop a final audit strategy.

STAGE 3: AUDIT EXECUTION

- Where possible to test as efficiently as possible:
  - develop detailed analytical procedures to use as substantive tests (benefit = reducing tests of details): Examples include:
    - ratio analysis,
    - regression analysis,
    - trend analysis,
    - predictive tests, or
    - reasonableness test,
  - utilize Computer-Assisted Audit Techniques (CAATs) (benefit = automation of testing for more coverage and less disruption to the client), and
  - perform targeted testing (also known as "coverage" testing) to test large portions of account balances (benefit = more coverage with smaller selections).
- Perform tests of details, including sampling.
- Perform general audit procedures such as tests related to:
  - commitments and contingencies,
  - legal letters,
  - management representations,
  - reviews of Board minutes,
  - related party transactions,
  - debt covenants, and
  - going concern.
- Perform other tests for compliance such as Yellow Book or Single Audit tests.

STAGE 4: REPORT & MONITOR

- Continually monitor throughout the audit - providing feedback as agreed during scoping.
- Conclude the audit (i.e. issue opinions and reports).
- Develop and present:
  - reports,
  - required communications,
  - management letter comments, and
  - other audit-related deliverables.
- Perform debriefings to identify opportunities for improvement with our:
  - engagement team, and/or
  - client's team.

TYPE AND EXTENT OF ANALYTICAL PROCEDURES TO BE USED

Analytical review procedures will be used in planning the nature, timing and extent of most audit procedures performed by CRI. Examples of analytical procedures used include comparisons to prior year balances and amounts from the Town's financial reports as well as comparisons to current year budgets using the Town's budget documents. Likewise, they will be used on an overall basis to test the results of the procedures we perform. We will reference documents such as policy manuals, budgets, organizational charts and any other financial documents or reports that the Town prepared.

Throughout the audit, we will use predictive analytical procedures such as average accrued payroll per day, or a predictive analytic over areas such as building permits, while taking into account known activity in the Town. These are invaluable audit procedures that assist us in streamlining our audit work while "zeroing" in on major issues for management's consideration. Thus, this approach provides advantages for both the Town as well as the auditors.

APPROACH TO BE TAKEN TO GAIN AND DOCUMENT AN UNDERSTANDING OF THE TOWN OF FORT MYERS BEACH'S INTERNAL CONTROL STRUCTURE

We gain an understanding of the Town's internal controls by walking through transactions from the beginning to the end. The walk-throughs are performed through observation and inquiry.

We plan to meet with your management to:

- Set-up the audit by reviewing the mapping of the Town of Fort Myers Beach's financial information (financial statements and notes) to significant processes and IT systems to ensure that all significant account balances, transactions, procedures, and systems are tested as deemed necessary.
- Discuss ongoing changes—specifically new accounting pronouncements and key business transactions in their early stages, enabling us to agree on the resolution of various complex issues on a timely basis.

Our understanding of the internal control structure will include the following:

- Obtaining an understanding of the Town's control environment, risk assessments, control activities, information and communication and monitoring systems as they relate to operations.
- This understanding is obtained through review of the existing policies and procedures, flowcharts, inquiries of personnel, inspection of documents and records, and observation of the activities and operations. This understanding would include accounting and administrative controls in place to ensure that the Town complies with applicable laws and regulations and internal accounting policies and procedures.
- Documenting that understanding by summarizing key internal controls that we intend to place reliance on for substantive testing.
- Utilizing a transactional walk-through to determine whether a policy or procedure has been placed in operation.
- Assessing control risk by evaluating the effectiveness of the Town's internal control structure policies and procedures in preventing or detecting material misstatements in the financial statements.
- Performing dual tests of controls and transactions (accounting and administrative) to evaluate the effectiveness of such policies and procedures.

We typically test controls over areas with large volumes of transactions such as cash receipts and payroll.

APPROACH TO BE TAKEN TO GAIN AND DOCUMENT AN UNDERSTANDING OF THE TOWN OF FORT MYERS BEACH'S INTERNAL CONTROL STRUCTURE (CONTINUED)

The second component of internal controls that gain an understanding are information technology general controls (ITGC). These controls will be considered carefully during our evaluation of internal control over financial reporting. The controls that mitigate these risks are important because of their pervasive effect on the reliability, integrity, and availability of processing relevant data. IT risks & controls will be evaluated and tested from the top down as follows:

- IT General Controls (ITGCs) typically impact multiple applications in the technology environment and prevent certain events from impacting the integrity of processing data. Computer operations, physical and logical security, system access, program changes, systems development, and business continuity are examples of processes where general IT controls reside. These IT controls are pervasive because they can have an impact on the Town's achievement of financial reporting objectives germane to many of its processes.
- Application controls are more specific to individual processes. These controls include policies and procedures designed and implemented in the applications and data. They also include so called programmed controls within the applications that perform specific control related activities, such as computerized edit checks of input data, numerical sequence checks, validation of key fields, and exception reporting and related follow-up on exceptions.

In our process of reviewing the many internal control processes in place throughout the City, we use our extensive experience in Florida governments and fresh perspective to provide the Town some best practices and observations that would be extremely useful in generating ideas for efficiencies in processes and policies.

In today's IT-centric world, understanding the manual process and supporting systems (i.e. how the numbers come together) underlying internal controls over financial reporting (ICFR) is increasingly important. External information systems threats from hackers—coupled with internal transaction errors and fraud—require the implementation, testing, and improvement of strong IT controls. CRI's dedicated IT audit and assurance team has adopted an integrated audit approach that includes a review of relevant IT systems with input into the financial reporting process. We complete a review of IT policies and procedures and conduct "hands-on" testing against best practices and appropriate regulations, yielding financial audit effectiveness including uncovering IT deficiencies. CRI's typical approach to evaluating and utilizing IT as part of the audit focuses on two phases. The planning phase focuses on testing access to the financial data (users and otherwise), evaluating the reliability of the applications and databases supporting financial data, testing the reliability of data flowing between systems, and evaluating data security. Dependent on the results during the planning phase, CRI evaluates the opportunity to utilize automated and IT dependent application controls as a part of substantive testing procedures.

SPECIFIC AUDIT APPROACH

DETERMINING LAWS & REGULATIONS SUBJECT TO TESTWORK

CRI will utilize our experience and compliance templates to assist in our testing procedures over laws and regulations. Due to the quantity of governments we audit, we have developed compliance testing templates which we update each year using the applicable sections of Florida Statutes and other regulatory requirements as changes occur.

We have a template that is specifically tailored for Florida municipalities which would be used on your audit. In order to meet our Yellow Book obligations, when testing compliance with laws and regulations we will focus on the matters which could have a direct and material impact on the Town's financial statements. If we identify immaterial instances of potential noncompliance, we will share the findings with the Town in the form of a recommendation so that it can be resolved in the future and governance can monitor it further as they deem necessary.

APPROACH TO BE TAKEN IN DRAWING AUDIT SAMPLES FOR TESTS OF COMPLIANCE

During our audits, we perform tests of compliance in relation to Florida Statutes and in accordance with Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Each compliance requirement to be tested is evaluated separately for purposes of determining sample size. Whenever possible, a dual purpose test is performed, whereby tests of controls are tested simultaneously with tests of compliance on the sampled transactions to increase audit efficiency in an environment of strong controls. In the population identified for testing, the team will first identify transactions that will be tested 100%. If, after testing those items, the remaining population is above the materiality threshold, a sample of transactions will be selected from the remaining population.

As discussed above, CRI utilizes software to determine appropriate sample sizes and to select the samples. This process assures that sample sizes are adequate and that the items selected are properly identified

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

During our review of prior year audited financial statements, CRI anticipates the following potential problems:

1. The City's Municipal Police Officers' Retirement Fund is audited by other auditors, so the timely receipt of those audited statements will impact the timeliness of us being able to complete the preparation of the annual comprehensive financial report.
2. Future GASB pronouncement. CRI has dedicated an industry line to serve our state and local government clients. Under the direct leadership of our Government and Nonprofit Industry Line Leader (Ray Roberts), CRI has five (5) subline leaders to ensure proper implementation of GASB standards and who work with our partners across the firm to ensure best practices and implementation are brought directly to our clients.

We will hold regular meetings with management to discuss the status of the engagement and to review potential problem items, if any. Additional meeting will be held upon request to ensure that management has continuous updated on the engagements. Our goal is to provide the Town with a "no surprises" audit process.

SAMPLE FORMS AND REPORTS

Examples of our Independent Public Accountants report, the YellowBook report, and Uniform Guidance reports, Management Letter and Investment Examination Reports with and without reportable instances are provided in the Appendix.

COST PROPOSAL

COST PROPOSAL

Lindsay Aviles as a Partner with CRI is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the Town.

We value creating mutually rewarding, long-term relationships with our clients. Our goal is to provide high quality, responsive service that yields returns far greater than your investment in our professional fees. Please find below our proposal of fees to provide the requested services for the upcoming fiscal years.

SERVICE	CRI FEES 2025	CRI FEES 2026	CRI FEES 2027
Maximum Audit Fee, which includes: • Financial Statement audit and preparation of financial statements • Preparation of SEFA • Preparation of AFR • Federal and state single audits • Preparation of Data Collection Form	$89,000	$91,500	$94,000

If The Town of Fort Myers Beach requests additional services outside of this proposal, professional fee hourly rates are as follows, but may be negotiated depending on the project request:

CLASSIFICATION	HOURLY RATE
Partner	$450
Manager	$300
Senior	$210
Staff	$190

Our professional fees are based on the key assumptions that The Town of Fort Myers Beach will:

- Ensure that the predecessor's work papers will be made available for timely review, if applicable.
- Make available documents and work papers for review at The Town of Fort Myers Beach's headquarters location, although we may choose to review at alternate locations.
- Prepare certain schedules and analyses and provide supporting documents as requested.
- Assist us in obtaining an understanding of the accounting systems of The Town of Fort Myers Beach.
- Not experience a significant change in business operations or financial reporting standards.

* 2025 hours higher due to anticipated first year procedures and workpaper set up.

COST PROPOSAL

RATES BY LEVEL TIMES HOURS				
Fiscal Year 2025		**Hours**	**Rates**	**Total**
	Partner	55	$450	$24,750
	Manager	8	$300	$2,400
	Supervising Senior	148	$210	$31,080
	Staff	162	$190	$30,770
			Fiscal Year 2025 Total	**$89,000**
Fiscal Year 2026		**Hours**	**Rates**	**Total**
	Partner	50	$460	$23,000
	Manager	8	$310	$2,480
	Supervising Senior	145	$215	$31,175
	Staff	179	$195	$34,845
			Fiscal Year 2026 Total	**$91,500**
Fiscal Year 2027		**Hours**	**Rates**	**Total**
	Partner	50	$470	$23,500
	Manager	8	$320	$2,560
	Supervising Senior	145	$220	$31,900
	Staff	180	$200	$36,040
			Fiscal Year 2027 Total	$94,000

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES PER YEAR			
	FY 2025	**FY 2026**	**FY 2027**
Financial statement audit and preparation of financial statements	$70,000	$72,000	$74,000
Travel out of pocket costs (mileage, overnight)	$1,000	$1,000	$1,000
Federal and state single audits	$ 15,000	$ 15,300	$ 15,600
Preparation of SEFA	$ 1,500	$ 1,600	$ 1,700
Preparation of AFR	$ 1,000	$ 1,050	$ 1,100
Preparation of Data Collection Form	$ 500	$ 550	$ 600
	$ 89,000	**$ 91,500**	**$ 94,000**

APPENDIX

CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
7506 Lynx Way
Suite 201
Melbourne, FL 32940

321.255.0088
386.336.4189 (fax)
CRIadv.com

INDEPENDENT AUDITOR'S REPORT

To the City Council
City of [redacted] Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of [redacted] Florida (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, pension schedules, and OPEB schedules on pages 8 – 17 and 107 – 129 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who

considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and schedule of expenditures of federal awards and State of Florida financial assistance, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and Chapter 10.550, *Rules of the Auditor General*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards and State of Florida financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory, statistical section, and secondary market disclosure section, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 18, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other

matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

Melbourne, Florida
March 18, 2025

CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
7506 Lynx Way
Suite 201
Melbourne, FL 32940

321.255.0088
386.336.4189 (fax)
CRIadv.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and Members of the City Council
City of [redacted] Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of [redacted] Florida (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 18, 2025.

Report Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

Melbourne, Florida
March 18, 2025

CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
7506 Lynx Way
Suite 201
Melbourne, FL 32940

321.255.0088
386.336.4189 (fax)
CRIadv.com

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE FLORIDA AUDITOR GENERAL

Honorable Mayor and Members of the City Council
City of [redacted], Florida

Report on Compliance for Each Major Federal Program and State Project

Opinion on Each Major Federal Program and State Project

We have audited the City of [redacted] Florida's (the "City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs and state projects for the year ended September 30, 2024. The City's major federal programs and state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, *Rules of the Florida Auditor General*. Our responsibilities under those standards and the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program and state project. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs and state projects.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program and state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, *Rules of the Florida Auditor General*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General*, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program and state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program and state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program and state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General*. Accordingly, this report is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

Melbourne, Florida
March 18, 2025

THE CITY OF [redacted] FLORIDA
Schedule of Findings and Questioned Costs
Fiscal Year Ended September 30, 2024

Section I–Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
• Material weakness(es) identified?	___ yes	_X_ no
• Significant deficiency(ies) identified?	___ yes	_X_ none noted
Noncompliance material to financial statements noted?	___ yes	_X_ no

Federal Awards and State Projects

Internal control over major federal programs and state projects:		
• Material weakness(es) identified?	___ Yes	_X_ no
• Significant deficiency(ies) identified?	___ yes	_X_ none noted
Type of auditor's report issued on compliance for major federal programs and state projects:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a) and/or Chapter 10.557, Rules of the Auditor General?	___ yes	_X_ none noted

Identification of major federal programs and state projects:

Federal Assistance Listing Numbers	Federal Program or Cluster
21.027	COVID-19 Coronavirus State and Local Fiscal Recovery Funds

State CSFA Numbers	State Projects
40.043	Economic Development Tax Refund, Tax Credit, and Grant Program
40.901	State Housing Initiatives Partnership Program (SHIP)
55.004	Aviation Grant Programs

Dollar threshold used to distinguish between type A and B programs was $750,000 for major federal programs and for major state projects.

Auditee qualified as a low-risk auditee under 2 CFR 200.520? _X_ yes __ no

THE CITY OF [redacted] FLORIDA
Schedule of Findings and Questioned Costs (Continued)
Fiscal Year Ended September 30, 2024

Section II–Financial Statement Findings

No matters were reported.

Section III–Federal Award Findings and Questioned Costs

No matters were reported.

Section IV–State Project Findings and Questioned Costs

No matters were reported.

Section V–Prior Findings and Questioned Costs for Federal Awards

No matters were reported.

CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
7506 Lynx Way
Suite 201
Melbourne, FL 32940

321.255.0088
386.336.4189 (fax)
CRIadv.com

INDEPENDENT AUDITOR'S MANAGEMENT LETTER

To the Honorable Mayor and Members of City Council
City of [redacted] Florida

Report on the Financial Statements

We have audited the financial statements of the City of [redacted] Florida, (the "City") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated March 18, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 18, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. No recommendations were made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City of [redacted] Florida was established by Chapter 69-879, Law of Florida, Special Acts 1969. The City included the following component units: [redacted] created under Ordinance No. 1982-38 on August 24, 1982, [redacted] created under Resolution No. 1529 on December 2, 1997, [redacted] created under Resolution No. 1627 on September 12, 2000, and the [redacted] Airport created by Ordinance No. 67-7.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7., Rules of the Auditor General, the [redacted] Airport reported:

a. The total number of District employees compensated in the last pay period of the District's fiscal year as **62**

b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year as **1**

c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency. **$6,037,538**

d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency. **$77,132**

e. Each construction project with a total cost of at least $65,000 approved by the District that is scheduled to begin after October 1 of the fiscal year being reported, together with the total expenditures for such projects.

Project	Expenditures	Estimated Expenditures
50025 Terminal Mechanical & Electrical	$ 0	$ 5,500,000
50119 Terminal - Plans PH 1.4, 1.5, & 1.6	0	3,039,600
50120 TAXIWAY S IMPROVEMENTS PH 1	0	3,400,000
50122 AEROSPACE DRIVE LIFT STATION	0	185,000
50123 TERMINAL UPGRADE - FLOORING	0	1,620,821
50125 Operations and Maintenance Facility	0	5,555,000
50223 T-HANGARS (PHASE 1)	0	3,000,000
50225 MISCELLANEOUS TAXIWAY & APRON REHAB	0	100,000
50325 TERMINAL ENTRANCE MONUMENT SIGN	0	200,000
50419 REPLACE SECURITY SYSTEM DESIGN PH 1	0	461,959
50425 CANOPY & POLE LIGHTING FIXTURES	0	90,000
50624 TERMINAL ELEVATOR UPGRADES	0	180,000
50724 COMMERCIAL ROOF REPLACEMENT	0	700,000
50824 AIRPORT FIRE STATION OVERHEAD DOOR	0	120,000
51324 IN-LINE BAGGAGE CONST	0	37,475,966
54120 NORTHSIDE EXPANSION	0	9,389,077
Total	$ 0	$ 71,017,423

f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes:

	Original Budget	Final Budget	Airport Actuals	Variance with Final Budget- Positive/ (Negative)
OPERATING REVENUES				
Airfield and hangar fees	$ 3,020,531	$ 3,020,531	$ 3,406,744	$ 386,213
Terminal and area building fees	5,212,288	5,212,288	5,408,199	(195,911)
Commercial business center fees	9,829,757	9,829,757	11,055,189	(1,225,432)
Tropical Haven fees	2,896,581	2,896,581	2,057,481	839,100
International/U.S. Customs/Foreign trade zone fees	448,993	448,993	420,135	28,858
Other	38,675	38,675	54,168	(15,493)
Total operating revenues	21,446,825	21,446,825	22,401,916	(182,665)
OPERATING EXPENSES				
Salaries, wages and employee benefits	6,734,923	6,734,923	6,037,538	697,385
Contractual services, materials and supplies	17,178,194	17,384,173	16,141,026	1,243,147
Depreciation and amortization*	-	-	10,584,918	(10,584,918)
Total operating expenses	23,913,117	24,119,096	32,763,482	(8,644,386)
Operating loss	(2,466,292)	(2,672,271)	(10,361,566)	(8,827,051)
NONOPERATING REVENUES (EXPENSES)				
Federal and State grants	2,328,865	2,328,865	2,333,560	4,695
Passenger facility charges	1,577,117	1,577,117	1,455,195	(121,922)
Investment earnings	798,529	798,529	1,906,107	1,107,578
Customer facility charges	1,325,101	1,325,101	1,556,684	231,583
Interest expense	(312,500)	(312,500)	(290,235)	22,265
Gain on sale/disposal of capital assets	-	-	(301,714)	(301,714)
Other nonoperating revenue (expense)	(50,488)	(50,488)	31,643	82,131
Total nonoperating revenues (expenses)	5,666,624	5,666,624	6,691,240	1,024,616
Income before contributions	3,200,332	2,994,353	(3,670,326)	9,486,337
Capital contributions	-	-	7,876,967	7,876,967
Change in net position	3,200,332	2,994,353	4,206,641	74,532
Total net position, October 1	227,303,792	227,303,792	227,303,792	-
Total net position, September 30	$ 230,504,124	$ 230,298,145	$ 231,510,433	$ 74,532

* The Airport does not budget for depreciation and amortization

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8., Rules of the Auditor General, the [redacted] Airport reported:

a. The millage rate or rates imposed by the District. **None**

b. The total amount of ad valorem taxes collected by or on behalf of the District. **None**

c. The total amount of outstanding bonds issued by the District and the terms of such bonds as:

[redacted] Airport, Series 2021A, interest at a fixed rate of 1.95% and maturing on May 1, 2031. **$ 7,950,000**

[redacted] Airport, series 2021B, interest at a fixed rate of 1.95% and maturing May 1, 2029. **$ 5,250,000**

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8., Rules of the Auditor General, the [redacted] Airport reported:

a. The rate or rates of non-ad valorem special assessments imposed by the District as **None**

b. The total amount of special assessments collected by or on behalf of the District as **None**

c. The total amount of outstanding bonds issued by the District and the terms of such bonds as **None**

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Council Members, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

Melbourne, Florida
March 18, 2025

CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
7506 Lynx Way
Suite 201
Melbourne, FL 32940

321.255.0088
386.336.4189 (fax)
CRIadv.com

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH LOCAL GOVERNMENT INVESTMENT POLICIES

To the Honorable Mayor and Members of City Council
City of [redacted], Florida

We have examined the City of [redacted], Florida's (the "City") compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2024. Management is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including as assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2024.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

Melbourne, Florida
March 18, 2025

RFP FORM A

Proposer: Carr, Riggs & Ingram, L.L.C.

Please see uploaded Proposal for responses to RFP Form A

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL TO BE DEEMED RESPONSIVE.

a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If there is a partnership, state the names of all partners. If there is a trade name, state the names of the individuals who do business under the trade name.)

   i. The correct and full legal name of the Proposer is:

   ii. The business is a (Sole Proprietorship) (Partnership) (Corporation).

   iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

b. Please describe your company in detail.

c. The address of the principal place of business is:

d. Company telephone number and e-mail addresses:

e. Number of employees:

f. Name of employees to be assigned to this Project:

g. Company identification numbers for the Internal Revenue Service:

h. Provide Lee County business tax receipt number, if applicable, and expiration date:

i. How many years has your organization been in business? Does your organization have a specialty?

j. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed.

k. Have you ever failed to complete any work awarded to you? If so, where, and why?

l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Audit	City of Daytona Beach	$120,000	3/31/26	35%

(Continue list as necessary)

m. Provide the following information for any subconsultants you engage, if awarded the contract.

Subcontractor Name	Address	Work to be Performed
N/A		

The foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: Carr, Riggs & Ingram, L.L.C.

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Natalia Eckroth
   Title of Contact: Chief Financial Officer Email: EckrothNatalia@codb.us
   Telephone Number: 386-671-8063 Fax Number: 386-671-8085
   Project: City of Daytona Beach - External Audit Services

2. Name of Contact: Keith Smith
   Title of Contact: Finance Director Email: ksmith@westmelbourne.gov
   Telephone Number: 321-327-6618 Fax Number: 321-768-2390
   Project: City of West Melbourne - External Audit Services

3. Name of Contact: Ross McGinn
   Title of Contact: Finance Director Email: ross.mcginn@mlbfl.org
   Telephone Number: Fax Number: 321-953-6338
   Project: City of Melbourne - External Audit Services

4. Name of Contact: Heather Christmas
   Title of Contact: Town Treasurer Email: irsta@irshores.com
   Telephone Number: 772-231-1771 Fax Number: 772-231-2444
   Project: Town of Indian River Shores - External Audit Services

RFP Form C

Proposer: Carr, Riggs & Ingram, L.L.C.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH A PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: Carr, Riggs & Ingram, L.L.C.

Name of authorized representative of Proposer: Lindsay Aviles, Partner

Project Cost

Item	# of Units for evaluation purposes Only	Price Per Unit
2025 Audit, 1 Major Program		$ 79,000
2026 Audit, 1 Major Program		$ 81,500
2027 Audit, 1 Major Program		$ 84,000
		$
		$
		$
		$
TOTAL PRICE	**$** $244,500	

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.
The Total Unit Price Cost shall include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Unit Rate
Add rows as necessary	

By: _____ Date: 1/6/26

Name: Lindsay Aviles

Title: Partner

RFP FORM D

Proposer: Carr, Riggs & Ingram, L.L.C.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business: Carr, Riggs & Ingram, L.L.C.

By: _____
Signature

Print Name and Title: Lindsay Aviles, Partner

Mailing Address: 7506 Lynx Way, Suite 201, Melbourne, FL 32940

[1]STATE OF FLORIDA)
COUNTY OF ~~LEE~~ Brevard)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 6 day of January, 2026, by means of (X) physical presence or ( ) online notarization, personally appeared Lindsay Aviles as Partner of the Company, (X) who is personally known to me or ( ) who has produced _____ as identification.

_____

NOTARY PUBLIC – State of Florida
My commission expires:
10/29/2028

My commission expires:

Notary Public State of Florida
Lee Sangeleer
My Commission HH 607722
Expires 10/29/2028

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Anti-Discrimination Proposer certifies that they are not subject to Section 287.134 (2)(a) of the Florida Statutes, which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or contractor under a contract with any public entity, and may not transact business with public entity.

Equal Employment Opportunity: Proposer shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability, or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes.

Proposer's Name: Carr, Riggs and Ingram, LLC

Federal Employer Identification No.: 72-1396621

Proposer's Address: 7506 Lynx Way, Suite 201, Melbourne, FL 32940

By Signature: _____ Date: 7/26

Print Name: Lindsay Aviles

Title: Partner

Phone No.: 321-255-0088
Fax No.: 386-336-4189

E-Mail Address: laviles@criadv.com

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: December 8, 2025

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

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

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

Company Name:
Carr, Riggs & Ingram, L.L.C.

Partner — Partner — 01/06/2026
(Signature) (Title) (Date)

STATE OF Florida COUNTY OF Brevard

The foregoing instrument was signed and acknowledged before me this Sixth day of January, 2026, by Lindsay Aviles who has produced

(Print or Type Name)

- Personally Known

as identification. (Type of Identification and Number)

Notary Public Signature

Lee Sangeleer
Printed Name of Notary Public

10/29/28
Notary Commission Number/Expiration

Notary Public State of Florida
Lee Sangeleer
My Commission HH 607722
Expires 10/29/2028

Vendor Conflict of Interest
Disclosure Statement
Information and Instructions

The award of this contract is subject to the provisions of Chapter 112, Part III, Florida Statutes. The Town requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of $7,500.00.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Town Clerk, with a copy retained by the Finance Department.

- The Town will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Town discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Town.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest. "Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
"Public Official" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

"Relative" means and individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law. mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engages to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

"Vendor" means(1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualification, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of $7,500.00 with the Town.

INSTRUCTIONS
Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

TOWN OF FORT MYERS BEACH
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

NAME OF VENDOR Carr, Riggs & Ingram, L.L.C.

NAME OF PERSON COMPLETING FORM Lindsay Aviles

RELATIONSHIP TO VENDOR Partner

ADDRESS 7506 Lynx Way, Suite 201

CITY, STATE, ZIP TELEPHONE NUMBER Melbourne, FL 32940 321-255-0088

EMAIL ADDRESS laviles@criadv.com PHONE NUMBER 321-255-0088

This form is provided in connection with:

___ Invitation to Bid (specify) _____
X Request for Proposal / Qualifications (specify) RFP-26-04-FN
___ Other (specify) _____

1. List below the name(s), titles and address(es) of all public officials and employees of the Town having an employment or contractual relationship with the Vendor and describe the nature and extent of the relationship.

   None

2. List below the name(s), titles and address(es) of all relatives of public officials and employees of the Town having an employment or contractual relationship with the Vendor, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

None

3. List below the name(s), titles and address(es) of all public officials and employees of the Town having any direct or indirect financial interest in the Vendor (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

None

4. List below the name(s), titles and address(es) of all relatives of public officials and employees of the Town having any direct or indirect financial interest in the Vendor (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

None

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

Signature  Date 1/6/26

Printed Name Lindsay Aviles Title Partner

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ Date: 1/7/2026

Application or Contract ID Number: N/A

Name of Authorized Individual Application or Contractor: Lindsay Aviles, Partner

Address of Organization: Carr, Riggs & Ingram, L.L.C.
7506 Lynx Way, Suite 201, Melbourne, FL 32940

CERTIFICATION REGARDING LOBBYING

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Application or Contract ID Number: N/A

Name of Authorized Individual Application or Contractor: Lindsay Aviles, Partner

Address of Organization: Carr, Riggs & Ingram, L.L.C.

7506 Lynx Way, Suite 201, Melbourne, FL 32940

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Town of Fort Myers Beach
(print name of public entity)

by Lindsay Aviles
(print individual's name and title)

for Carr, Riggs & Ingram, L.L.C.
(print name of entity submitting sworn statement)

whose business address is 7506 Lynx Way, Suite 201,
Melbourne, FL 32940

and (if applicable) its Federal Employer Identification Number (FEIN) is 72-1396621
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

_____
(Signature)

Sworn to and subscribed before me this 6 day of January, 2026

Personally known Personally known

OR Produced Identification _____

Notary Public – State of Florida

_____
(Type of Identification)

My Commission expires 10/29/2028

Notary Public State of Florida
Lee Sangeleer
My Commission HH 607722
Expires 10/29/2028

Lee Sangeleer
(Printed typed or stamped commissioned name of notary public)

(Rev. 3/20/07)

FORT MYERS BEACH • ESTERO ISLAND

ADDENDUM TO REQUEST FOR PROPOSALS

RFP-26-04-FN **Addendum No.: 1**

PROJECT NAME:
Financial Auditing Services

Date of Issue: December 8, 2025

Correction to the Fiscal Year referenced in the Background section of the Legal Notice to Proposers:

The Fiscal Year referenced should be "September 30, 2025", not "September 30, 2026". The Fiscal Year references throughout the remainder of the document correctly reference September 30, 2025.

Questions Received via Email

1. Does the auditing firm need to have an office in Lee County to submit a proposal?
   No, it is not necessary to have an office in Lee County.

2. How many active FEMA, state disaster, and infrastructure grants do you expect to be open during FY 2026–2028, and which programs present the greatest compliance or reporting challenges?

   The time frame is actually 2025-2027. (As mentioned above in the correction, the time period covered by this RFP are the Fiscal Years ending September 30, 2025 and the two subsequent Fiscal Years.)
   - **Fiscal Year 2025 has approximately 13 FEMA, state disaster, and infrastructure grants, including:**
     - **American Rescue Plan Act (ARPA)**
     - **Hurricane Ian**
     - **Hurricane Helene**
     - **Hurricane Milton**
     - **Estero Blvd Lighting grant**

- **Bay Oaks Recreational Campus Redevelopment grant**
- **Beach renourishment grants**
- **Drinking Water Grant**
- **Stormwater grant**
- **New Town Hall grant**
- **CDBG-DR Grant for Planning**
- **CDBG-DR Grant for Park & Recreation**
- **CDBG-DR Grant for North Water Tower**
- **Hurricane Ian presents the most complex compliance and reporting challenge, perhaps followed by Hurricanes Milton and Helene.**

- **Fiscal Year 2026 is anticipated to have the same 13 FEMA, state disaster, and infrastructure grants mentioned above.**
- **Fiscal Year 2027 may have continuing expense for Hurricane Ian, and probably new beach renourishment grants, as well as Drinking Water, Stormwater, and CDBG-DR grant expenditures for Park & Recreation and the North Water Tower.**

3. Do you anticipate continuing Single Audit coverage each year, and have there been any material findings, questions about costs, or repeat issues in recent audits that the Town wants proactively addressed?

   We anticipate the potential of continuing Single Audit coverage each year, but the number will depend upon actual expenditures. There were two material internal control findings in the Fiscal Year 2024 audit that have been addressed and are not expected to be an ongoing issue. There have been no questions about costs.

4. What are the Town's target dates for draft financial statements, exit conferences, and final issuance, and where have timing constraints arisen in prior audit cycles?

   We are striving to have the audit for Fiscal Year ending September 30, 2025 completed by June 30, 2026, with draft financial statements issued in mid-June. However, there has been a complete turnover in the finance department staff, and we are very behind in closing out fiscal year 2025 and do not expect final audit fieldwork to begin in earnest until May. We would like the audit report to be presented to our audit committee. (It may be presented remotely.)

5. How complete and audit-ready are current PBC schedules (SEFA, capital assets, debt, grants receivable/deferred inflows), and which areas historically require the most auditor assistance?

   We do not have anything ready yet for Fiscal Year 2025 and probably won't be ready until April/May. We have typically provided auditors with our version of the above list on the fly, and they have provided assistance with refining them and finalizing them. We may need guidance implementing any new standards.

6. Are there specific internal control areas—such as procurement, emergency expenditures, FEMA reimbursement, or payroll—that Town management or Council would like deeper audit emphasis on?

   We are concerned about all the above. However, FEMA and FDEM have focused heavily on reviewing procurement, emergency expenditures and FEMA reimbursement, so there is probably not much more added value to be obtained by a deeper audit emphasis in these areas. Normal audit emphasis on payroll should be sufficient, as there are no concerns in that area.

7. Does the Town expect the audit firm to involve specialists (IT, grants, pensions/OPEB, or compliance), and if so, how should that be reflected in pricing and staffing transparency?

   The Town assumes that the audit firm will provide competent personnel to perform a normal audit and required single audits. We are not expecting anything more than that.

8. How has staffing turnover or capacity in the Finance Department changed since FY 2023, and how should the audit team best coordinate to minimize disruption?

   Yes, there has been much turnover and ongoing vacancies in the Finance Department since FY2023. This has caused the Finance Department to be several months behind in recording transactions and reconciling accounts. It is best to coordinate audit requests through the Finance Director and Assistant Finance Director. The new staff are very capable and competent; however it will take time to get caught up.

9. Are there specific disclosures, estimates, or accounting judgments that have drawn Council, public, or media scrutiny in recent years?

   No, there is nothing of that nature here.

10. How does the Town define and approve out-of-scope services (e.g., FEMA consulting, accounting memos, GASB implementation), and how often have such task orders been issued historically?

    We typically do not have a need to utilize out-of-scope services. However, this past year, we did ask the auditors to prepare the Annual Financial Report (AFR) for the state as well as the SEFA, which was outside of the scope of the contractual services. We've included the preparation of the AFR and the SEFA in this scope of the services in the current solicitation. These task orders were initiated by the finance director and were submitted to the partner in charge of the engagement.

11. At the end of year one, what would make the Town say the audit engagement was a success beyond "no findings" (e.g., fewer adjustments, faster issuance, better grant coordination)?

The provision of templates for audit schedules along with clear guidelines as to how they should be completed, flexibility in adjusting to delays in our being able to provide requested information, and the provision of education that would help us establish best practices in terms of policies and procedures and internal controls appropriate for our size and environment.

12. Does the town have a budget for the contract, and can the prior fees be shared?

We currently have a budget of approximately $93,000.

Carr, Riggs & Ingram

Company Name and Signature

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

THE TOWN OF FORT MYERS BEACH

REQUEST FOR PROPOSAL

RFP-26-04-FN
FINANCIAL AUDITING SERVICES

DATE ISSUED: **Monday, December 8, 2025**

Electronic responses are to be submitted via Demandstar.com

Wednesday, January 7, 2026 by 2:00 PM

To:
TOWN OF FORT MYERS BEACH
VIA DEMANDSTAR.COM

PROPOSAL OPENING: Wednesday, January 7, 2026 at 2:15 PM

Town of Fort Myers Beach

6231 Estero Blvd
Fort Myers Beach, FL 33931

TOWN OF FORT MYERS BEACH, FLORIDA

RFP-26-04-FN

The Town of Fort Myers Beach, Florida invites qualified firms to submit proposals to provide:

Financial Auditing Services

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Fort Myers Beach, Florida (the "Town") will receive sealed, electronic proposals until **1:00 pm,** (local), **Wednesday, January 7, 2026 electronically via Demandstar.com** only.

The contact for this RFP is:

Town Clerks Office
6231 Estero Blvd
Fort Myers Beach, Florida 33931
Email: **bids@fmbgov.com**
Phone: 239-765-0202

RFP documents may be obtained via the Internet at www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Contracts and Procurement Specialist (an additional charge will apply). See Part II, Section H of the RFP for information regarding submitting a proposal.

This solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part with or without cause.

LEGAL NOTICE TO PROPOSERS

NOTICE IS HEREBY given that **electronic proposals only** will be received by the TOWN OF FORT MYERS BEACH electronically through www.demandstar.com until 10:00 am LOCAL TIME on Wednesday, January 7, 2026. Proposals will be opened at 2:15 pm January 7, 2026 in Town Hall Council Chambers, 6231 Estero Blvd., Fort Myers Beach, FL 33931.

Financial Auditing Services
RFP-26-04-FN

Any proposals received by the Town after the above date and time shall remain unopened.

BACKGROUND: The Town of Fort Myers Beach invites proposals from Professional Certified Public Accounting firms to perform audit functions for year-end financial statements for the fiscal year ending September 30, 2026, and financial statements for each of the two (2) subsequent fiscal years.

During the contract period, the Town may identify projects in the Finance Department and will issue separate Supplemental Task Orders and Purchase Orders for each project associated with proposal.

The official proposal documents and project specifications shall be obtained from www.demandstar.com.

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town of Fort Myers Beach, to waive any informalities in any proposals; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in proposals received, and/or to reject any or all proposals.

OBTAINING PROPOSAL DOCUMENTS

Ordering Instructions: The official proposal Documents shall be obtained from Demandstar.com at www.demandstar.com

PROPOSER must furnish the TOWN with a mailing address, e-mail address and phone number for contact purposes. It shall be the PROPOSER'S sole responsibility to keep all such information current with the TOWN until the execution of a contract by the TOWN for this project. If the official documents are not obtained directly from Demandstar.com, or are modified in any manner, the proposal **will not** be accepted for consideration by the TOWN.

Complete sets of Proposal Documents must be used in preparing the Proposal. The TOWN will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

SUBMITTAL OF PROPOSALS

PROPOSAL SUBMITTALS MUST COMPLY WITH THE FOLLOWING TO BE VALID:

Proposals must be **electronically** submitted via Demandstar.com and identified as

Financial Auditing Services
RFP-26-04-FN

Any questions regarding the use of Demandstar for submittal should be directed to Demandstar prior to the proposal's due date.

ALL REQUIRED FORMS MUST BE ELECTRONICALLY SUBMITTED THROUGH DEMANDSTAR.COM**. FAILURE TO COMPLY AND SUBMIT MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL**.

The TOWN reserves the right to waive informalities in any proposals; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the TOWN.

The TOWN is not responsible for any cost incurred by any PROPOSER in preparing these Proposal Documents.

RFP GENERAL INFORMATION

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Fort Myers Beach, Town Manager, as applicable, and any officials, employees, agents, and elected officials.

A. GENERAL INFORMATION

INVITATION TO PROPOSE; PURPOSE
The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part II, Statement of Work.

ACCOMODATION FOR DISABILITIES
Prospective Proposers with disabilities requiring an accommodation to attend the pre-Proposal meeting or to otherwise participate in this RFP process should contact the Town Clerk's Office as promptly as possible to allow the Town to examine the request and determine what if any accommodations are possible.

DEVIATION FROM SPECIFICATION
Any deviation from specifications must be clearly stated, explained in detail, and accepted by the Town in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

INFORMALITIES
The Town reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not, the informality is minor.

INFORMATION AND LITERATURE
Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

PRICING
As provided in Proposal C, which will be attached to the Contract.

RESPONSIBLE PROPOSER
A Proposer, business entity or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance in accordance with Town Ordinance 24-11.

RESPONSIVE PROPOSER A
A Proposer, business entity or individual which has submitted a proposal that fully conforms in all material respects to the RFP and all of its requirements, including requirements as to form and substance in accordance with Town Ordinance 24-11.

CONTRACT AWARDS
The Town Council anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most responsive and responsible. The Town anticipates the awarding of one contract but reserves the right to award more than one contract if it is in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Town reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract, or agreement has been approved as to be formed by the Town Attorney and has been executed by both the Town (with Council approval, if applicable) and the successful Proposer.

PROPOSED EXPENSES
The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal. No out-of-scope services shall be provided in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Town will not pay a retainer or similar fee. The Town is not responsible for any expenses that the proposer may incur in preparing and submitting proposals called for in this request. The Town will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the proposer. The Town will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodation, etc.).

INQUIRIES
The Town will not respond to oral inquiries. Proposers may mail or email written inquiries to bids@fmbgov.com. Please mark the correspondence "RFP-26-04-FN QUESTION".

The Town will respond to written inquiries received no later than 5 working days prior, or Wednesday, December 23, 2025 by 3:00 pm, from the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

DELAYS
The Town may postpone scheduled due dates at its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

COMMITTEE MEETINGS AND NOTIFICATIONS
Notice of the Selection Advisory Committee meetings will be posted with reasonable advanced notice in advance of such meetings. Proposers are responsible for checking the following locations for updates on this proposal's status: physical posting at Town Hall, a link to which may be found on the Town's web page www.fmbgov.com.

Pursuant to Florida Statutes § 286.0113, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements of Florida Statutes § 286.011 and Art. I, § 24(b) of the Florida Constitution.

TAX EXEMPTIONS
The Town of Fort Myers Beach is tax exempt.

PROPOSAL SUBMISSION
PROPOSALS MUST COMPLY WITH THE FOLLOWING TO BE VALID:

Proposals must be electronically submitted via Demandstar.com and identified as

Financial Auditing Services Project
RFP-26-04-FN

Any questions regarding the use of Demandstar for submittal should be directed to Demandstar prior to the proposal due date.

ALL REQUIRED FORMS MUST BE ELECTRONICALLY SUBMITTED THROUGH THE DEMANDSTAR.COM**. FAILURE TO COMPLY AND SUBMIT MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL**.

The TOWN reserves the right to waive informalities in any proposals; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the TOWN.

The TOWN shall not be responsible for any cost incurred by any PROPOSER in the preparation of these Proposal Documents.

B PROPOSAL FORMAT

NO LOBBYING; REQUIRED AFFIDAVIT

After the issuance of any solicitation, or during renegotiation of an existing contract, no prospective offerors or their agents, representatives or persons acting at the request of such offerors shall contact, communicate with, or discuss, either in person, by phone, email or text message, any matter relating to the solicitation or the renegotiation with any Town officers, agents or employees (including the Town council and Town manager) other than the purchasing agent designated in the solicitation, unless otherwise provided for in the solicitation or otherwise directed by the designated purchasing agent or procurement official. This prohibition includes copying such persons on written communications with the purchasing agent but does not apply to presentations made to evaluation committees or at a council meeting where the council is considering approval of a proposed contract. The prohibition ends upon execution of the final contract or when the solicitation has been canceled, or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the council directing renegotiation or on issuance of a written notice from the procurement official to the existing contractor instituting a renegotiation process. **Failure of businesses seeking to conduct business with the Town to strictly adhere to this section will result in the offender's proposal, proposal or response being disqualified from further consideration, and may also result in the suspension or debarment of the offending business.**

As part of its proposal submission, each Proposer must submit the attached Affidavit acknowledging the foregoing Code provision and attesting compliance therewith.

NON-COLLUSION AFFIDAVIT As part of its proposal submission, each Proposer must submit the attached Non-Collusion Affidavit.

CONFLICT OF INTEREST DISCLOSURE As part of its proposal submission, each Proposer must submit the attached certification confirming that the proposal was not influenced by or the result of collusion with any other actual or potential Proposer, and is not otherwise in violation of federal, state, associate, or agent which who is also an officer or employee of the Town or of its agencies. Offerors must disclose the name of any officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror’s firm or any of its branches or affiliate companies.

ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY The successful Proposer will be required, during the term of its performance, to refrain from discrimination against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin.

VENDOR LIST CERTIFICATIONS The Town requires a certification from Proposer that their firm is not on the following Vendor List maintained by the Florida Department of Management Services. The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists.

Florida Statute	287.1346	Forced Labor Vendor List (Awarded Firm required to provide Affidavit)
Florida Statute	287.133	Convicted Vendor List/Public Entity Crimes
Florida Statute	287.134	Discriminatory Vendor List
Florida Statute	287.1351	Suspended Vendor List
Florida Statute	287.137	Antitrust Violator List
Florida Statute	287.135	Scrutinized List of Prohibited Companies
Florida Statute	287.057(1-3)	Federal Excluded Parties List
Florida Statute	287.057(25)	Anti-Lobbying Clause (Conde of Silence)

FLORIDA CIVIL RIGHT ACT The Contractor or Consultant shall comply with Florida Statute 760, which states that the contractor shall comply with the Florida Civil Rights Act of 1992, which states that individuals in the state are free from discrimination because of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.

ACCESS TO RECORD The Contractor agrees to provide the Town of Fort Myers Beach, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
In compliance with the Disaster Recovery Act of 2018, the Town of Fort Myers Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS This is an acknowledgement that ARPA and/or FEMA financial assistance/grants may be used to supplement all or a portion of the contract. If so, the proposer will comply with all 16 applicable Federal law, regulations, executive orders, FEMA and ARPA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT The Federal Government will not be a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CHANGES Either party may request modification of the provisions of this Agreement including the not to exceed amount, duration, scope, and rate(s). Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

TERMINATION FOR CAUSE AND CONVENIENCE If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the Town of Fort Myers Beach, shall thereupon have the right to terminate this Contract for cause by giving written notice to Contractor of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Contractor under this Contract shall become the property of the Town of Fort Myers Beach, and Contractor shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the Town of Fort Myers Beach, in its sole discretion. Notwithstanding the above, Contractor shall not be relieved of liability to the Town of Fort Myers Beach for damages sustained by the Town of Fort Myers Beach by virtue of any intentional and/or negligent act or omission or any breach of the Contract by Contractor, and the Town of Fort Myers Beach may withhold any payment for the purpose of reasonable setoff until such time as the exact amount of damages due the Town of Fort Myers Beach from Contractor is determined. Contractor agrees that the Town of Fort Myers Beach shall have all rights and remedies afforded to it at law to recover any damages sustained by the Town of Fort Myers Beach in connection with the work performed by Contractor under the Contract. In the alternative, the Town of Fort Myers Beach shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice the enforcement of any other right or remedy allowed at law or in equity. The contractor or the Town of Fort Myers Beach may terminate this contract for its convenience at any time by giving at least thirty (30) calendar days' notice in writing to the other party. If the Contract is terminated by the Town of Fort Myers Beach and/or Contractor as provided herein, Contractor will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the Town of Fort Myers Beach, in its sole discretion.

EQUAL EMPLOYMENT OPPORTUNITY The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Pursuant to Subsection (F) of Appendix II to 2 C.F.R. Part 200, if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

DAVIS-BACON ACT If this Contract is subject to a requirement by the Federal program legislation related to the funding award, the Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The Contractor acknowledges it is in possession of a copy of the current prevailing wage determination issued by the Department of Labor. The Contractor acknowledges that the decision of the Town to award the Agreement, and Contractor's agreement to enter a contract with any subcontractor, is conditioned upon the acceptance of the wage determination. The Town will report all suspected or reported violations to the Federal awarding agency.

The Contractor (and its subcontractors) shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The Town will report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
The contractor agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Town of Fort Myers Beach, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Town of Fort Myers Beach, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

LIQUIDATED DAMAGES For each deliverable due date agreed to by the State Project Manager and Contractor, a penalty of $500 per day will be assessed for each business day that the delivery exceeds the agreed due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES It shall be the responsibility of the Proposer to assure compliance with all other federal, state, local laws, or regulations/requirements as they may apply. Any involvement with the Town of Fort Myers Beach shall be in accordance with but not limited to:

LOCAL GOVERNMENT PROMPT PAYMENT ACT In addition to any other invoicing and payment terms the Parties may negotiate, invoice payments will be subject to the Florida Local Government Prompt Payment Act, Florida Statutes § 218.70, et seq.

PUBLIC PROPOSAL DISCLOSURE Per Florida Statute 218.80, there are no permit fees for this project, therefore permitting fees to be paid by contractor is zero dollars.

BACKGROUND SCREENING In accordance with Florida Statute 435, all employees required by law to be screened must undergo background screening as a condition of employment and continued employment which includes, but need not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.

CONTRACTING WITH ENTITIES OF FOREIGN COUNTIES OF CONCERN PROHIBITED Pursuant to Florida Statute 607.1501(1), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

a. The entity is owned by the government of a foreign country of concern;
b. The government of a foreign country of concern has a controlling interest in the entity; or
c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern; or
d. Foreign corporations are prohibited from transacting business in Florida until the corporation obtains a certificate to do business from the state department.

Beginning January 1, 2024, a governmental entity may not accept a proposal on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c). The Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates this section.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITIAL, OR IDEALOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING In accordance with Florida Statute 287.05701 the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

INSPECTOR GENERAL COOPERATION In accordance with Florida Statutes § 20.055(5), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

BUSINESS RELATIONSHIP DISCLOSURE REQUIREMENT Sections 112.313(3), 112.313(7) and 112.317, F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled** *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (*Required by § 112.313(12)(b), F.S.*)* to be completed and **returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

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

End of Part II

PART III – SCOPE OF SERVICES AND WORK

PROPOSAL
SPECIFICATIONS

1. BACKGROUND / INTRODUCTION

The Town of Fort Myers Beach (pop. 5,251) www.fmbgov.com , is situated on a barrier island off the mainland city of Fort Myers in Lee County on Florida's West Coast. The Town was incorporated pursuant to Chapter 95-494 Laws of Florida on December 31, 1995. Fort Myers Beach measures 2.9 square miles total, with a 7-mile long shoreline. People come from all over the world to enjoy the beach and many festivities, including a week-long Shrimp Festival, Pirate Festival and International Sand Sculpting Contest, as well as many places to dine and shop.

The Town operates under a Town Manager/Council form of government and is governed by an elected five-member Town Council. The Town manager is appointed by a majority vote of the Council. The Town uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. Governmental funds are comprised of the general fund and special revenue funds. The Town's accounting structure consists of 14 funds. The Town's adopted budget for Fiscal Year 2025 includes 98 full time equivalent positions and a total budget of $66 million across all funds.

The citizens enjoy a full range of services including parks, recreation, public works, streets and roads, planning and zoning, water utility services and general and administrative services. Law Enforcement is provided by the Lee County Sheriff's Department and Fire and Rescue services are provided by the Fort Myers Beach Fire District, which set their own ad-valorem property tax rates. The town itself is funded by its own ad-valorem property tax. Other significant revenue sources include parking revenue, public service tax, half-cent tax, grants and various fees for services.

On September 28, 2022, the Town of Fort Myers Beach sustained a direct hit by Hurricane Ian which caused catastrophic destruction. A 15-foot storm surge, accompanied by 157 mph winds flooded and demolished buildings, homes and infrastructure, including the town hall. Commercial establishments were obliterated, residents were forced to evacuate, and both lives and homes were tragically lost. The Town's Comprehensive Emergency Management Plan was activated, and county, state and federal resources were deployed to assist the town. Personnel, equipment, and supplies were provided. Emergency management personnel were on site to guide and direct recovery efforts, and FEMA financial protocols were initiated with the help of contracted emergency management services. Although some of the Town's major sources of revenue such as parking and water revenue immediately plummeted and are only slowly recovering, the Town did receive advance funding from FEMA and insurance reimbursements, and loans from the state. These extraordinary sources of funding combined with the Town's reserves enabled the Town to remain solvent. The Town achieved operational savings during Fiscal Years 2023 and 2024 with which it replenished its emergency reserves. The Town continues to work with FEMA, the state and the county to rebuild and restore its infrastructure, and revenues are slowly recovering.

The Town is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2025, and the auditing of its financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; U. S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and Chapter 10.550, Rules of the Auditor General for the State of Florida.

The term of the agreement shall be for the initial period of three (3) years to cover the fiscal years ending September 30, 2025, September 30, 2026 and September 30, 2027 with an option to renew for two additional one-year terms contingent on the satisfactory negotiations of terms (including a price acceptable to both

the Town and selected firm), the concurrence of the Town Council, and the annual availability of funds.

Cancellation may be made by either party with at least sixty (60) days written notice prior to the renewal date of its intent not to renew agreement.

2. SERVICES REQUIRED

2.1 General

The Town is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2025, and the auditing of its financial statements for each of the two subsequent fiscal years, ending September 30, 2026 and September 30, 2027 with an option to renew for two additional one-year terms. These audits are to be performed in accordance with the provisions contained in this request for proposals.

2.2 Scope of Work

2.2.1 Financial Statements

The Auditor shall audit all funds of the Town in accordance with Generally Accepted Government Auditing Standards (GAGAS); Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) issued by the Office of Management and Budget (OMB)and Chapter 10.550, Rules of the Auditor General for the State of Florida. The Town also desires separate opinions be given on the Water System Enterprise Fund.
The auditor's opinion shall be unqualified unless the auditor furnishes the Town, on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.

2.1.2 Supplemental Schedules and Statistical Schedules
The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

2.2.3 Internal Controls and Compliance Auditing

In connection with the audit of the financial statements, the auditor shall consider, test, and report on internal controls and perform tests and report on compliance in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States

2.3 Auditing Standards to be Followed:

To meet the requirements of this request for proposals, the audit shall be performed in accordance with current:

2.3.1 Applicable Florida Statutes.

2.3.2 Regulations of the State of Florida Department of Financial Services.

2.3.3 Rules of the Auditor General, State of Florida, Chapter 10-550 (Local Government Audits) and Chapter 10-600 (Audits of state grants and aids appropriations under Section 216.349, Florida Statutes).

2.3.4 *Audits of State and Local Government Units,* issued by the American Institute of Certified Public Accountants.

2.3.5 Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards (Uniform Guidance) issued by the Office of Management and Budget (OMB).

2.3.6 United States Single Audit Act and Amendments.

2.3.7 State of Florida Single Audit Act.

2.3.8 Statements on Auditing Standards (GAAS).

2.3.9 *Government Auditing Standards,* issued by the Comptroller General of the United States.

2.3.10 Generally accepted governmental accounting standards.

2.3.11 Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

2.4 Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- A report of the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

- A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards.

- A report on compliance with requirements applicable to each major Federal program and state project and on internal control over compliance in accordance with Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) issued by the Office of Management and Budget (OMB)and the Florida Department of Financial Services *State Projects Compliance Supplement.*

- A schedule of findings and questioned costs.

- Any other required reports and schedules required by the Federal and State Audit Acts.

In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate management letter.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter.

The separate management letter shall include, but not be limited to:

2.4.1 A statement as to whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report.

2.4.2 A statement as to whether or not the Town complied with Section 218.415, Florida Statutes, regarding the investment of public funds.

2.4.3 Any recommendations to improve the Town's financial management, accounting procedures, and internal controls.

2.4.4 Matters that are not clearly inconsequential, considering both quantitative and qualitative factors, including the following:

a. Violations of laws, rules, regulations, and contractual provisions or abuse that have occurred, or were likely to have occurred, and were discovered within the scope of the audit.

b. Improper or illegal expenditures discovered within the scope of the audit that may or may not materially affect the financial statements.

c. Deficiencies in internal control that are not reportable conditions, including, but not limited to:

1) Improper or inadequate accounting procedures (e.g., the omission of required disclosures from the annual financial statements).

2) Failures to properly record financial transactions.

3) Other inaccuracies, shortages, defalcations, and instances of fraud discovered by, or that come to the attention of, the auditor.

2.4.5 A statement as to whether or not the Town has met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met.

2.4.6 A statement as to whether or not the financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the current audit period and, if not, explanations of any significant differences.

2.4.7 The following information regarding the auditor's application of financial condition assessment procedures pursuant to Rule 10.556(7):

a. A statement that the auditor applied financial condition assessment procedures pursuant to Rule 10.556(7).

b. Deteriorating financial conditions are noted, a statement that the Town's financial condition is deteriorating and a description of conditions causing the auditor to make this conclusion. Findings regarding deteriorating financial condition must be prepared in accordance with Rule 10.557(6).

The auditors shall be required to report all irregularities and illegal acts or indications of illegal acts of which they become aware to the Town Attorney.

2.5 Special Considerations

2.5.1 Assistance in Implementing Government Accounting Standards Board Statements
The auditor shall assist the Town in implementing all applicable Government Accounting Standards Board (GASB) accounting and reporting standards, as issued or revised.

2.5.2 Timeliness is critical in the performance of the audit. The auditor should coordinate with the Finance Director and endeavor to accomplish the audit in a phased-in approach throughout the year in order to reduce the year-end workload on both the audit firm and Town staff. The Town will make necessary records available to the auditor through the year to assist in this regard. In addition, the Town will make end-of-year records available to the auditor on or before December 1 after the end of the fiscal year under audit. Audit to be completed, the earlier of; by the end of the6th month following the end of the Fiscal Year, or in compliance with State of Florida or the Town's lender requirements. Presentation of the audit findings will be made to the Audit Committee and Town Council.

2.5.3 The Town may prepare one or more official statements in connection with the sale of debt securities, which will contain the financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

2.5.4 The schedule of federal awards and state financial assistance and related auditor's report, as well as the reports on the internal control over financial reporting and compliance, are to be issued as part of the Annual Comprehensive Financial Report.

2.5.5 The most recent financial statement audit (FY 2024) for the Town of Fort Myers Beach includes a "clean" audit opinion and is located on the Town's website: www. www.fmbgov.com.

2.5.6 Data Collection Form
The Auditor shall prepare and submit the Data Collection Form to the Federal Clearing House in accordance with their requirements.

2.5.7 Annual Financial Report (AFR)
The Auditor shall prepare and submit the Annual Financial Report (AFR) to the Florida Department of Financial Services in accordance with their requirements.

2.6 Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Town of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designee:

- Entities providing federal and state financial assistance
- Parties designated by the federal or state governments or by the Town as part of an audit quality review process
- Auditors of entities of which the Town is a sub recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

3. EXCLUSIONS

None

4. FORM OF PROPOSAL

Proposals may only be **electronically** submitted via Demandstar.com.

4.1 Title page showing the request for proposals subject; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

4.2 Table of Contents

4.3 Transmittal Letter
A signed letter of transmittal briefly stating the respondent's understanding of work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for 120 days.

4.4 Technical Proposal

4.4.1 General Requirements
The purpose of the technical proposal is to demonstrate the qualifications, competence, and capabilities of the firms seeking to undertake an independent audit of the Town in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The technical proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items 4.4.2 through 4.4.10, must be included. They represent the criteria against which the proposal will be evaluated.

4.4.2 Independence
The firm should provide an affirmative statement that it is independent of the Town as defined by generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States.

The firm also should provide an affirmative statement that it is independent of any component unit of the Town as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the Town for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

4.4.3 License to Practice in the State of Florida
An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Florida.

4.4.4 Firm Qualifications and Experience
The respondent should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

If the respondent is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field

reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

4.4.5 Partner, Supervisory, and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Town. However, in either case, the Town retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the respondent provided that replacements have substantially the same or better qualifications or experience.

4.4.6 Prior Engagements with the Town of Fort Myers Beach.

The firm should list separately all engagements within the last five years, ranked on the basis of total staff hours, for the Town by type of engagement (i.e., audit, management advisory services, other). For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

4.4.7 Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

4.4.8 Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 2 of this request for proposals.

Respondents will be required to provide the following information on their audit approach:

4.4.8.1 Proposed segmentation of the engagement

4.4.8.2 Level of staff to be assigned to each proposed segment of the engagement

4.4.8.3 Type and extent of analytical procedures to be used in the engagement

4.4.8.4 Approach to be taken to gain and document an understanding of the Town's internal control structure

4.4.8.5 Approach to be taken in determining laws and regulations that will be subject to audit test work

4.4.8.6 Approach to be taken in drawing audit samples for purposes of tests of compliance

4.4.8.7 The extent to which templates or examples will be provided of the audit schedules required to be prepared by the town.

4.4.9 Identification of Anticipated Potential Audit Problems
If respondent anticipates any potential audit problems, the proposal should identify and describe the problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the Town.

4.4.10 Report Format
The proposal should include sample formats for required reports.

4.5 Cost Proposal
Total All-inclusive Maximum Price

The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses.

The Town will not be responsible for expenses incurred in preparing and submitting the technical proposal. Such costs should not be included in the proposal.

The cost proposal should include the following information:

4.5.1 Name of Firm.

4.5.2 Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the Town.

4.5.3 A Total All-inclusive Maximum Price per year for the FY 2025, 2026 and 2027 engagements.

4.5.4 Rates by Partner, Specialist, Supervisory, and Staff Level Times Hours Anticipated for Each per each year of the engagement

4.5.6 A separate page of the cost proposal should include a schedule of professional fees and expenses per each year of the engagement.

4.5.7 Out-of-pocket Expenses Included in the Total All-inclusive Maximum Price and Reimbursement Rates

4.5.8 All estimated out-of-pocket expenses to be reimbursed should be presented in the cost proposal. All out-of-pocket expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

4.5.9 Rates for Additional Professional Services

4.5.10 If it should become necessary for the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such

additional work shall be performed only if set forth in an amendment to the contract between the Town and the firm. Any such additional work agreed to between the Town and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost proposal.

4.6 Manner of Payment
Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of a calendar month.

5. ADDITIONAL INSTRUCTIONS

5.1 Conditions of Work
Each Respondent shall inform itself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a Respondent of the obligation to furnish all materials and labor necessary to carry out the provisions of their agreement.

5.2 Subcontractors
The use of subcontractors by the selected respondent and the work they are to perform must receive prior written approval of the Town. Respondent shall be solely responsible for all work performed and materials provided by subcontractors. Respondent shall be responsible for the liability of subcontractors for the types and limits required of the Respondent.

5.3 Criminal Background Investigations
The Respondent shall provide the Town with criminal background check information for each employee and any and all subcontractors hired by the Respondent to provide services for the management and operations of the technical support services program.

5.4 Public Information
Respondents are advised that all information submitted in the proposal shall be considered public information upon award of one or more contracts under this RFP.

5.5 Public Entities Crime Form
Respondents shall complete and submit with their proposal the sworn statement required by Section 287.133, Florida Statutes, Public Entity Crimes, attached to this document.

5.6 Affidavit Certification Immigration Laws
Respondents shall complete and submit with their proposal the Affidavit Certification Immigration Laws, attached to this document.

5.7. Alternatives/Exceptions
In offering its best proposal, Respondent may note exceptions to any of the provisions in this RFP. Respondent is to specify the RFP page number and section number and to detail the exception. Respondent should not incorporate by reference its entire, standard contract document.

Respondent may present alternative methods to meet the Town's objectives for this contract. However, Respondent is encouraged to first respond to the objectives detailed in the Services Required herein.

5.8. Presentation
The Town may elect, but is not obligated, to offer to one or more Respondents the opportunity to present their proposal to the Town. Presentations, if any, will be in a form and manner prescribed by the Town.

5.9. Negotiations
Negotiations shall then be conducted with one or more of the Respondents so selected. After negotiations

have been conducted with such Respondent(s) so selected, the Town shall select the Respondent(s) which,

in its sole judgment and opinion, made the best proposal, and shall award one or more contract(s) to the selected Respondent(s).

5.10. Town Discretion in Award; Costs of Proposal Preparation; Section Headings
The Town shall have the ability to decide not to award any contract under this Request for Proposal, or to award only a portion of the work provided under this Request for Proposal, in its sole discretion. All Respondents shall have sole responsibility for any cost(s) they incur related to this Request for Proposal and the Town shall bear no responsibility therefore. The Section headings are meant for the convenience of the Town only.

6. EVALUATION CRITERIA

6.1. Audit Selection Committee
Proposals submitted will be evaluated by a Selection Advisory Committee.

6.2. Review of proposals
Responses will be reviewed and ranked by the Selection Advisory Committee. Those firms short-listed may be selected for interviews and shall be prepared to make scheduled presentation to the Selection Advisory Committee, if required. The Selection Advisory Committee will recommend to the Town Council its ranking of the top three (3) firms for the Council's approval.

The Town reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

6.3 Evaluation Criteria
Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and ranked. The following represent the principal selection criteria which will be considered during the evaluation process.

6.3.1 Mandatory Elements

a. The audit firm is independent and licensed to practice in Florida.
b. The audit firm has experience with comparable government entities in the State of Florida within the past 5 years.
c. The audit firm's professional personnel have received adequate continuing professional education withing the preceding two years.
d. The firm has no conflict of interest with regard to any other work performed by the firm for the Town.
e. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
f. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

6.3.2 Technical Qualifications

a. Expertise and Experience (Maximum Points – 20)
    1. The firm's past experience and performance on comparable government engagements.
    2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
b. Audit Approach (Maximum Points – 40)
    1. Adequacy of proposed staffing plan for various segments of the engagement.
    2. Adequacy of sampling techniques and analytical procedures.
c. Price (Maximum Points – 40)

Cost will not be the primary factor in the selection of an audit firm.

6.4 Oral Presentations

During the evaluation process, the Audit Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Audit Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

6.5 Final Selection

The Town Council will select a firm based upon the recommendation of the Audit Selection Committee.

6.6 Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.

END OF PART III

PROPOSAL SUBMITTAL CHECKLIST

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE RESPONDENT IN PREPARING A COMPLETE PROPOSAL SUBMITTAL

I M P O R T A N T: Please read carefully and follow each item.

Please check off each of the following items as the necessary action is completed:

	1.	Proposal includes all required sections: Title Page, Table of Contents, Transmittal Letter, Technical Proposal, Cost Proposal, and has been signed
	2.	Include a signed copy of each addendum, if any.
	3.	Public Entities Crime Form
	4.	Affidavit Certification Immigration Laws
	5.	Non-Collusion Affidavit
	6.	Conflict of Interest
	7.	No Lobbying Affidavit
	8.	RFP Form A – Qualifications Statement
	9.	RFP Form B – Reference Form
	10.	RFP Form C – Price Proposal Form
	11.	RFP Form D – Proposer's Certification
		ONLY IF APPLICABLE – Interest in Competitive Bid for Public Business

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL TO BE DEEMED RESPONSIVE.

a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If there is a partnership, state the names of all partners. If there is a trade name, state the names of the individuals who do business under the trade name.)

   i. The correct and full legal name of the Proposer is:

   ii. The business is a (Sole Proprietorship) (Partnership) (Corporation).

   iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

b. Please describe your company in detail.

c. The address of the principal place of business is:

d. Company telephone number and e-mail addresses:

e. Number of employees:

f. Name of employees to be assigned to this Project:

g. Company identification numbers for the Internal Revenue Service:

h. Provide Lee County business tax receipt number, if applicable, and expiration date:

i. How many years has your organization been in business? Does your organization have a specialty?

j. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed.

k. Have you ever failed to complete any work awarded to you? If so, where, and why?

l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

m. Provide the following information for any subconsultants you engage, if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after the award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

2. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

3. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

4. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH A PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

Item	# of Units for evaluation purposes Only	Price Per Unit
		$
		$
		$
		$
		$
		$
		$
TOTAL PRICE $_____		

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.
The Total Unit Price Cost shall include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Unit Rate
Add rows as necessary	

By:_____ Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business: _____

By: _____
Signature

Print Name and Title: _____

Mailing Address: _____

[1]STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this ____ day of _____, 20__, by means of ( ) physical presence or ( ) online notarization, personally appeared _____ as _____ of the Company, ( ) who is personally known to me or ( ) who has produced _____ as identification.

_____

NOTARY PUBLIC – State of Florida
My commission expires:

My commission expires:

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

_____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_.

Personally known _____

OR Produced Identification _____ Notary Public – State of _____

_____ My Commission expires _____
(Type of Identification)

_____
(Printed typed or stamped

commissioned name of notary public)

(Rev. 3/20/07)

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: _____, 20__

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

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

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

Company Name: _____

_____ _____ _____
(Signature) (Title) (Date)

STATE OF _____ COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____d ay of _____, 20___, by _____who has produced
(Print or Type Name)

_____a s identification. (Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

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

PART IV: SAMPLE PROFESSIONAL SERVICES AGREEMENT

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this [day] day of [month] 2025, by and between the **TOWN OF FORT MYERS BEACH**, a Florida municipal corporation (hereinafter the "TOWN") and **[CONTRACTOR NAME]**, a [State] [Corporation OR Limited Liability Company] (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the TOWN is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of the TOWN OF FORT MYERS BEACH; and

WHEREAS, the TOWN has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Agreement Overview.**

   a. Project Title and Description:

   b. Procurement Method: [ITB# / RFP# / RFQ / Exempt]

   c. External Funding Source(s):

      ☐ State funding (specify): [e.g. FDEP Agreement No._____]

      ☐ Federal funding (specify): [e.g. FEMA Agreement No._____]

      ☐ Other (specify):

☐ Not Applicable

d. Agreement Type:

☐ Defined Scope Agreement (specified recurrent services, subscriptions, single projects, and specific deliverables)

☐ Agreement Utilizing Supplemental Task Authorizations (e.g. Continuing Services Agreement)

e. Term, Time, and Delivery:

☐ This Agreement has a Term of [number] year(s) beginning on [date] and ending on [date], and may be renewed for up to [number] additional Term(s) of [number] year(s) each, upon agreement of the parties in writing.

☐ CONTRACTOR shall commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed and must complete the work according to the schedule set forth in Exhibit "C". Liquidated damages, if any, will be assessed against CONTRACTOR for late completion as set forth in Exhibit "C".

f. Project Management:

TOWN's Project Manager		CONTRACTOR's Project Manager	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Phone:	_____	Phone:	_____
Email:	_____	Email:	_____

g. Notice Addresses:

TOWN: Fort Myers Beach Town Council, Attn: Town Manager, 6231 Estero Boulevard, Fort Myers Beach, Florida 33931

CONTRACTOR: [CONTRACTOR NAME/ Attn: President / STREET / CITY / STATE / ZIP]

h. Exhibits: The Parties shall comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated herein by reference:

	t “A”	of Work
	hibit “B”	Compensation and Pricing
	hibit “C”	Work Schedule
	hibit “D”	Supplemental Task Authorization Form
	hibit “E”	Florida Statutory Requirements
	hibit “F”	Attachment 8: Federal Regulations and Terms (Federal)
	hibit “G”	dditional Terms for State-Funded Agreements (insert state entity)
	hibit “H”	Plans/Specifications/Shop Drawings
	hibit “I”	Other (Specify):
	hibit “J”	Other (Specify):
	hibit “K”	Other (Specify):
	hibit “L”	Other (Specify):

i. Additional Provisions: [e.g. This Agreement is a non-exclusive contract; the TOWN is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.]

3. Description of Work.

a. The TOWN hereby retains CONTRACTOR to furnish goods and/or services as described in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Work, unless specifically excluded.

c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the TOWN, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

4. Supplemental Task Authorizations. The provisions of this paragraph only apply if “Agreement Utilizing Supplemental Task Authorizations” is checked in paragraph 2(d) (“Agreement Type”) above.

a. This Agreement anticipates a variety of projects being requested by the TOWN to be provided by the CONTRACTOR as determined necessary by the TOWN.

b. All work to be performed by CONTRACTOR under this Agreement shall be authorized in writing by the TOWN. Such authorization will be referred to as a "Supplemental Task Authorization" and shall reference this Agreement as the "Master Agreement". Supplemental Task Authorizations shall be in a form substantially similar to the form attached hereto as Exhibit "D" (if selected above in paragraph 2(k)).

c. Supplemental Task Authorizations shall contain a description of the work to be undertaken, a budget amount of the fee to be paid, and a time schedule.

d. Supplemental Task Authorizations may contain additional provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provision shall not be construed as a modification to this Agreement.

e. When CONTRACTOR and the TOWN enter into a Supplemental Task Authorization wherein the term of the Supplemental Task Authorization expires on a date that is later than the date that this Agreement expires, the CONTRACTOR and the TOWN agree that the terms of this Agreement are automatically extended until the expiration or full completion of the requirements of the Supplemental Task Authorization has been performed. Cancellations by the TOWN of any remaining work prior to the full completion of the requirements of the Supplemental Task Authorization shall cause the terms of this Agreement to terminate at the same time. This provision shall only apply when the expiration of the Supplemental Task Authorization extends beyond the expiration of this Agreement. It does not apply when a Supplemental Task Authorization expires or is canceled prior to the expiration of this Agreement.

5. Payment.

a. The TOWN agrees to compensate CONTRACTOR, for work actually authorized and performed under this Agreement, at the rate or basis described in Exhibit "B", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Work, but in no event will CONTRACTOR be paid more than the negotiated amount(s) set forth in Exhibit "B".

b. Payments shall be made in accordance with the Florida Local Government Prompt Payment Act in accordance with the payment schedule provided in Exhibit "B".

c. Progress payments, if any, will be made as set forth in Exhibit "B".

d. The TOWN reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other

deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

6. **Project management.** The Project Managers for this project are set forth above in paragraph 2 ("Agreement Overview"). Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 7 ("Notices") below and does not require an amendment to this Agreement.

7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to the addresses set forth above in paragraph 2 ("Agreement Overview").

8. **Termination.**

   a. Termination at Will: This Agreement may be terminated by the TOWN in whole or in part at any time without cause by the TOWN giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

   b. Termination for Cause: This Agreement may be terminated by either party for cause by the TOWN or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

   a. Warranty. CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the TOWN any defect in workmanship or material appearing in the work; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the TOWN will relieve CONTRACTOR from its obligations to do and complete the work in accordance with this Agreement. If the TOWN deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the TOWN may make an equitable deduction from the contract price, or, in the alternative, the TOWN may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the TOWN) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the TOWN in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the TOWN for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the TOWN any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein.

b. Bond. If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the TOWN, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the TOWN to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the TOWN. The TOWN will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the TOWN.

c. Insurance.

i. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the TOWN from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

ii. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

1. Workers' Compensation (unless exempt) with Employers' Liability with a limit of $500,000.00 each accident, $500,000.00 each employee, $500,000.00 policy limit for disease;

2. Commercial General Liability (CGL) insurance with a limit of not less than $500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location, project, and work in the amount of $1,000,000.00. Products and completed operations aggregate shall be $1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at $100,000.00;

3. Commercial Automobile Liability Insurance with a limit of not less than $1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and

4.Fire damage liability shall be included at $500,000.00.

iii. CONTRACTOR must furnish the TOWN with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The TOWN is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the TOWN before commencement of any work activities.

iv. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self–insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

d. Compliance with Federal, State, and Local Laws. CONTRACTOR and CONTRACTOR's agents shall comply with all federal, state and local regulations, including those now in effect and hereafter adopted, and including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.

e. Personal nature of Agreement; Assignment.

1. The parties acknowledge that the TOWN places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the TOWN.

2. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the TOWN Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

f. Independent contractor.

1. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the TOWN. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the TOWN. None of the benefits, if any, provided

by the TOWN to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the TOWN to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the TOWN and is subject to the TOWN's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The TOWN will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

2. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

3. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

g. Indemnification.

1. CONTRACTOR must indemnify and hold the TOWN harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the TOWN, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR’s performance under this Agreement or by any person on CONTRACTOR’s behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR’s agents, employees, and subcontractors). CONTRACTOR must further indemnify the TOWN against any claim that any product purchased or licensed by the TOWN from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the TOWN by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR’s execution of this Agreement. CONTRACTOR’s obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or

otherwise. Such indemnification is in addition to any and all other legal remedies available to the TOWN and not considered to be the TOWN's exclusive remedy.

2. In the event that any claim in writing is asserted by a third party which may entitle the TOWN to indemnification, the TOWN must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the TOWN decides to participate in the proceeding or defense, the TOWN will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

3. The indemnification provisions of this paragraph will survive the termination of this Agreement.

h. Sovereign Immunity. Nothing in this Agreement extends, or will be construed to extend, the TOWN's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the TOWN to be sued by third parties in any matter arising out of this Agreement.

10. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized TOWN representatives.

c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

d. **Non-appropriation.** TOWN's performance and obligation to pay under this Agreement is contingent upon an appropriation during the TOWN's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon

as is practical by memorandum from the TOWN Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the TOWN subject to the TOWN paying all invoices for services rendered during the period the Agreement was funded by appropriations.

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

f. **Severability**. If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

g. **Construction**. If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

h. **Headings**. All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.

i. **Waiver**. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the TOWN's rights under this Agreement, or of any cause of action the TOWN may have arising out of the performance of this Agreement.

j. **Force Majeure**. Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the

"Scope of Work" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

k. **Law; Venue.** This Agreement is being executed in Lee County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Lee County, Florida.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CONTRACTOR: [CONTRACTOR NAME]

by _____
_____, as its [Title] and authorized agent

Date: _____

CONTRACTOR'S WITNESS:

_____
Printed Name: _____
Date: _____

TOWN OF FORT MYERS BEACH, a Florida municipal corporation

_____
DAN ALLERS
MAYOR

ATTEST:

(Seal)

_____
AMY BAKER, TOWN CLERK

Date signed by TOWN: _____

APPROVED AS TO FORM:

_____

Town Attorney

EXHIBIT "A"
SCOPE OF WORK

(Attach detailed scope for a single project or recurring services OR a master scope describing service categories for Continuing Services Agreements)

EXHIBIT "B"
COMPENSATION AND PRICING

Select one or both, as applicable: Lump sum for single project OR Rate/Unit Schedule (typically for continuing services): Insert table of labor categories, hourly rates, unit prices, markups, allowed reimbursables, etc.

EXHIBIT "E"
FLORIDA STATUTORY REQUIREMENTS

1. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

2. Public records.

a. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

   1. Keep and maintain public records required by the TOWN to perform the service.
   2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the TOWN.
   4. Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

b. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
c. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
d. CONTRACTOR consents to the TOWN's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction,

whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by TOWN.

e. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the TOWN.

f. **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, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FLORIDA 33931
(239) 765-0202

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the TOWN harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.0701(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil

penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with TOWN for goods or services of any amount may be terminated at the option of TOWN if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of TOWN if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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

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

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

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

9. No Coercion for Labor or Services. CONTRACTOR swears under penalty of perjury

that CONTRACTOR does not use coercion for labor or services as defined as follows:

"Coercion" means:

i. Using or threatening to use physical force against any person;

ii. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;

iii. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

iv. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

v. Causing or threatening to cause financial harm to any person;

vi. Enticing or luring any person by fraud or deceit; or

vii. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

10. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the TOWN of Indiantown for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the TOWN of Indiantown for review or approval.

11. **Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes.** Pursuant to Sec. 252.505, Fla. Stat., if Contractor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., CONTRACTOR declares that CONTRACTOR has read the foregoing Paragraph 9 above and that the facts stated in it are true.

CONTRACTOR: [CONTRACTOR NAME]

by _____
_____, as its [Title] and authorized agent

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this [day] day of [month], 2025, by [name] as [title] of [contractor name], a [State] [Corporation OR Limited Liability Company] on behalf of [contractor name], and he/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary Public - State of Florida

_____
Printed/Typed/Stamped Name of Notary
My commission expires:

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-237**

1. **Request**:

Meeting Date: **February 2, 2026**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE PURCHASE OF AN VOYAGER STORMWATER VIDEO SYSTEM VAN FROM ARIES INDUSTRIES, INC. IN THE AMOUNT OF $288,137.00, PROCURED THROUGH SOURCEWELL CONTRACT #120721, FOR USE IN THE TOWN'S STORMWATER SYSTEM MAINTENANCE PROGRAM; AUTHORIZING THE TOWN MANAGER TO SIGN THE PURCHASE ORDER WITH ATTACHED ADDENDUM; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

THIS ACTION IS NECESSARY BECAUSE THE TOTAL EXPENDITURE OF $288,137.00 IS OVER THE THRESHOLD OF $75,000 WHICH THEN REQUIRES TOWN COUNCIL APPROVAL.

What the action accomplishes:

ALLOWS THE TOWN MANAGER TO APPROVE THE PURCHASE THE ARIES VOYAGER STORMWATER VIDEO SYSTEM VAN AS QUOTED WHILE ADHERING TO THE TOWNS PURCHASING PROCEDURES.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA	RESOLUTION	Mark Ashton, Utilities Manager, Jeff Hauge, Community Services Director

5. **Background**:

The Aries Voyager stormwater video system van allows us to capture video evidence of the structural integrity of the entire stormwater system. It will show where tidal or groundwater infiltration may be occurring, collapsed piping, junction degradation, blockages, and provide for integration of our system into our GIS program. It allows the utilities department to improve the effectiveness of system improvements, repairs, and maintenance to achieve maximum stormwater management. This also aligns with the first thing the Federal Emergency Management Association (FEMA) asks for after an event, which is video evidence of the system before the storm and then evidence after the storm. This will increase our ability to get the maximum amount of funding available. In addition, according to our Sotuh Florida Water Management District (SFWMD), Individual Environmental Resource Permit No. 36-102467-P, "The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, of the water resources." Being able to do this in-house will save us significant financial expenses. During emergencies, we would not have to rely on other people.

Attachments:

1. Final NS 26-037 Res Stormwater Video Truck
2. Exhibit A - FMB Aries Video Truck Purchase Order
3. Sole Source Justification - Aries Stormwater Video System Van 1-2026
4. Disclosure of Sole Source for Parts and Service - Evervac Equipment LLC
5. Sourcewell Contract 120721 with Aries Industries, Inc.

Financial Impact:

EXPENDITURE WILL BE FROM THE STORMWATER ENTERPRISE FUND.

6. **Alternative Action**

TO DENY THE PURCHASE OF THE ARIES VOYAGER STORMWATER VIDEO SYSTEM VAN

7. **Management Recommendations:**

MANAGEMENT RECOMMENDS THE APPROVAL OF THE PURCHASE OF THE ARIES VOYAGER STORMWATER VIDEO SYSTEM VAN.

8. **Recommended Approval:**

Mark Ashton, Utilities Manager	Created/Initiated - 1/9/2026
Jeff Hauge, Community Services Director	Approved - 1/22/2026
Joe Onzick, Finance Director	Approved - 1/26/2026
nancy stuparich, Town Attorney	Approved - 1/26/2026
Amy Baker, Town Clerk	Approved - 1/26/2026
William McKannay, Town Manager	Final Approval - 1/26/2026

RESOLUTION NUMBER 26-037

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE PURCHASE OF AN VOYAGER STORMWATER VIDEO SYSTEM VAN FROM ARIES INDUSTRIES, INC. IN THE AMOUNT OF $288,137.00, PROCURED THROUGH SOURCEWELL CONTRACT #120721, FOR USE IN THE TOWN'S STORMWATER SYSTEM MAINTENANCE PROGRAM; AUTHORIZING THE TOWN MANAGER TO SIGN THE PURCHASE ORDER WITH ATTACHED ADDENDUM; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Fort Myers Beach recognizes the importance of a structurally sound program for maintenance of the Town's stormwater system; and

WHEREAS, video inspections of the stormwater system reveals where tidal or groundwater infiltration may be occurring, collapsed piping, junction degradation, blockages; and

WHEREAS, the Utilities Department can then focus improvements, repairs, and maintenance to achieve maximum system effectiveness based on data from the video inspections, and

WHEREAS, use of video inspections allows for greater compliance with Federal Emergency Management Agency (FEMA) and South Florida Water Management District (SFWMD) policies, procedures and permits; and

WHEREAS, approval of the purchase is in the best interest of the residents of the Town of Fort Myers Beach with funding available through the stormwater enterprise fund.

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

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

Section 2. The Town Council hereby approves the purchase of an Aries Voyager Stormwater Video system van in the amount of $288,137.00 and authorizes the Town Manager to

execute the Purchase Order, a Standard Contract Addendum and any other documentation related to the Purchase Order, a copy of which is attached as "Exhibit A."

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Vacant, Council Member	N/A

ADOPTED this 2nd day of February 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of February 2026.

ARIES INDUSTRIES, INC.
550 Elizabeth Street
Waukesha, WI 53186

Phone 262-896-7205 Fax: 262-896-7099

Sourcewell Awarded Contract
Contract # 120721-ARS

QUOTATION

Quote Number: S250909

Quote To:

Mark Ashton
Town Of Fort Myers Beach
6231 Estero Blvd
Fort Myers Beach, FL 33931
USA
Sourcewell Account #: 136730

mashton@fmbgov.com

Date: 1/8/2026
Valid Thru: 3/8/2026
Sales Person: Will Anoka - Evervac Equipment

Email:
WAnoka@EvervacFL.com

US Dollars

Line	Part Number	Quantity	Description	Unit Price	Extended Price
1	CFG-QQ-1011	1.00 EA	Fort Myers Voyager System in an Outfitted Transit Van	246,706.00	$246,706.00
2	TRK000	1.00 EA	Ford T350HD Gas Transit Van / 9,950 GVW	61,580.00	$61,580.00
3	970000	1.00 EA	In-Field Training by Aries Staff on Aries Equipment		$0.00

Sub Total:	**$308,286.00**
In-stock Demo Truck Discount:	**($20,149.00)**
New Demo Truck Total:	**$288,137.00**

Sourcewell Awarded Contract Contract # 120721-ARS

ARIES INDUSTRIES, INC.

REF Quote Lines 1 – Outfitting & System Details

1 Ford Transit 350 HD extended body, high roof, van with 3.5L PFDi gas engine, 9,950 GVWR. See detailed specs for full vehicle specs, to which Aries will include:
- 1 Roadside DOT-rated safety kit including fire extinguisher, triangles, and flares
- 1 Backup alarm
- 2 Adjustable LED floodlights, mounted above rear doors
- 1 Vehicle exterior lighting package, including
  - 1 LED traffic advisor, mounted rear facing, with cab mounted controller
  - 3 Roof mounted amber LED strobe lights, (2) front and (1) rear of body
    - 1 Strobe control switch in traffic advisor controller

1 8,000W vehicle-driven power generator system, including:
- 1 APU/control unit, mounted in control room
- 1 Electrical generating unit installed on vehicle engine
  - 1 Engine throttle control device
- 1 Auxiliary battery, 12V DC and case
- 1 DC converter, 45A
- 1 Electric distribution panel and circuit breaker box, 8-space
- 1 Electric supply transfer system, house power or generator system, automatic, 50A
- 1 35’ cord and house power receptacle with cover
- 1 System engineering panel to include:
  - 1 Generator Voltage and frequency meter, digital
  - 1 Power system remote control device

1 Van control room interior including:
- 1 Lonplate non-skid floor covering
- 1 Pewter Formica laminated surface wall covering
- 1 White Kemlite embossed ceiling cover
- 1 Bulkhead wall with sliding Plexiglas window
- 1 Low profile roof mounted air conditioner, 11000 BTU
- 1 Wall mounted 1500-watt heater
- 1 Ergonomically contoured and finished control desk
- 1 Standard electrical upfitting package

1 LED lighting system with dimmer switch
1 Operator chair, swivel with casters
1 Fire extinguisher, 10lb, 4A60 B:C rating, OSHA/DOT-approved
1 54" high closet, 3 shelves minimum, with storage space on top

1 Van equipment room interior including:
1 Lonplate non-skid floor covering
1 White Kemlite laminated surface wall covering
1 White Kemlite embossed ceiling cover
1 Standard electrical upfitting package
1 LED lighting system
1 Set equipment tie down rings, shipped loose
1 Work bench with Lonplate worktop and vise
1 5-drawer machinists tool chest with locking hasp
1 Downhole roller floor mount
1 Downhole pole storage brackets, door mounted

1 Water wash down system for equipment clean-up including:
1 Water storage tank, 19-gallon
1 Set of fill, vent and drain connections
1 Water tank demand pump
1 25' retractable wash down hose with spring-loaded

2 22" LCD flat panel monitors, TV/PC viewing, mounted to control room desktop
1 22" LCD flat panel monitor, TV/PC viewing, mounted rear viewing in equipment room

1 Ultra compact computer system, including:
1 Compact PC housing, with features including:
Intel 13th Gen 10-Core i5-1135U processor
16GB of RAM
512GB solid state hard drive, storage
(2) HDMI 2.1 ports
(6) USB ports, (2) USB Type C (back) + (2) USB3.2 Gen2 (front) + (2) USB2.0 (front)
Super Fast 2.5G LAN + WiFi 6 Module
1 Wireless keyboard and optical mouse
1 Windows 11 Pro operating system, 64-bit

1 Aries UC400 Voyager All-in-One Desktop Controller, including:
10" color flat touch-screen status & diagnostics monitor
Sealed connector for interconnect cable to reel
Camera controls
Tractor controls
Lateral launch controls
Reel controls
Internal overlay module with footage & inclination
Alphanumeric full "QWERTY" keyboard for video titling and report data input
1 Storage and transportation case *(460281)*

1 Truck mount inter-connect cables

1 Aries HD400 Voyager zoom, rotate & horizontal pan camera w/ high-intensity LED

lighting and integrated self-cleaning lens wiper system, including:
Voyager zoom pan and tilt camera w/ multi-axis infinite rotation
Integrated on-demand self-cleaning lens wiper system
120X zoom (10X optical & 12X digital)
High-resolution 1080(V) x 1920(H) output
Auto-focus with manual override

Auto-iris with manual override
Maintenance-free directional white LED lighting that follows the camera's field of view
High-sensitivity camera sensor for low-light applications
"Starlite" low-light level amplification feature with (4) user selectable amplification steps
Automatic home feature with forks at top and bottom of camera head
"One Touch Scanning" feature with (2) user selectable continuous joint scan presets
"Quick Look" preset view positions (6) (Up, Down, Right, Left, Lat R, Lat L)
Robust, environmentally sealed camera for use in live pipe, including:
Scratch-resistant sapphire lens window
Camera recessed behind forks for frontal impact protection
Rubber bumpers on forks
Camera housing with hardened metal finishes and non-corrosive metals
Recessed fasteners & no camera protrusions
Proportionately slowed camera movements when zooming
Fast-check internal pressure monitoring system
On-screen camera diagnostics functions including:
Camera internal pressure, temperature, operating hours, internal power regulated voltage value, camera model, serial number, firmware revision, control error recognition, LED current value.

1 Camera storage and transport case *(460283)*
1 Camera nitrogen recharge kit *(950011)*

1 Aries TR400 Voyager steerable self-propelled transporter for 6" relined to 24" lines, including:
Transporter assembly with continuous duty 120-Watt brushless drive motors
Remotely-operated electric camera lifting mechanism
Fast-check pressure monitoring system
Rear viewing camera with LED lighting
512 Hz internal locating beacon
Integrated inclinometer system

6 Rubber wheels, 3-3/8" diameter for 6" lines *(580660)*
4 Rubber wheels, 4-3/8" diameter for 8-12" lines *(580661)*
4 Rubber wheels, 5" diameter for 12-18" lines *(580662)*
4 Extended hub dually rubber wheels, 5" diameter for 18-24" lines *(580663)*
1 Auxiliary detachable light head *(LH40)*
1 Set maintenance parts *(950351)*
1 Storage and transport case *(460282)*

2 Carbide high traction wheels, 3⅞" dia. for 8-12" lines, coarse grit *(580722-2)*
2 Carbide high traction wheels, 5" dia. for 12-18" lines, coarse grit *(580723-2)*
2 Ext. hub carbide high traction wheels, 5" dia. for 18-24" lines, coarse grit *(580724-2)*

1 Large diameter pipe kit with geared extensions, 8" and 11" diameter rubber tires for operation up to 42" lines *(580810)*

1 PR400 Voyager cable and reel assembly, including:
Lightweight aluminum frame
Drum and motor assembly with electric clutch
Cable level wind assembly with one-button adjustment
Sealed continuous contact 6-conductor slip ring assembly
Distance meter encoder
Emergency stop push button switch
1200' of 6-conductor Kevlar-strengthened cable with water-block to prevent wicking
AC power switch
120 VAC power input plug with cord
Cable guide rollers on extendable downrigger assembly with single-button deployment and spring-loaded top roller for easy cable removal.
Drum tensioner control with knob for fine adjustment
CANbus controlled cable management system
6-pin cable termination

1 HC400 handheld pendant with 15' coiled cable for at-manhole operation of reel & transporter
1 Wireless Xbox One X style handheld controller *(822655)*

1 Under reel storage drawer and bridge assembly for PR400

1 Maintenance tool kit

1 Cable manhole guide system including:
1 Manhole top roller assembly *(610309)*
1 Tiger tail bottom cable guide *(611200)*
1 Insertion and extractor pole assembly and tractor adapter *(610025)*
8 Additional fiberglass extension poles *(610714)*

2 Operation / maintenance and spare parts manuals
1 One year warranty, TV system
1 Delivery of system

REF Quote Line 2 – Vehicle Details

Chassis
Ford Transit 350 High Roof Extended Length, 148" Wheelbase
3.5L PFDi V6 gas engine, 275hp@ 6500rpm, 262lb·ft @ 3750rpm
250A alternator
Dual 12VDC 70A·h 610CCA batteries
GVWR 9950
FAWR 4130
RAWR 6835
Tires (6) 205/75R16C A/S BSW
Front axle with MacPherson suspension with stabilizer bar
Rear axle with parabolic leaf springs and heavy-duty gas shock absorbers
Limited slip rear differential, 4.10 ratio
25-gallon fuel tank
4-wheel disc antilock brakes
10-speed automatic transmission with overdrive and SelectShift

Interior / Exterior
Vinyl reclining bucket seats
Cab air conditioner

Heater - manually operated with defroster and window defoggers
AM/FM stereo including rear view camera display
Analog instrument panel including speedometer, odometer/trip, fuel gauge, voltmeter, engine temp, and oil pressure
Long arm manual folding heated rearview mirrors with power adjust and turn signals
Intermittent windshield wipers with pulse washers
Paint: oxford white
Dimensions = 172.2" long load space, 81.5" interior height, width 45.4" at wheel wells, 70.2" maximum interior

REF Quote Line 3 – On-Site

1 Day of in-field training by Aries staff on Aries equipment

Town Exhibit C

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION: SOLE SOURCE ACQUISITION

1. **Contracting Organization:** The Town of Fort Myers Beach is responsible for this action. The Department of the Town Requesting is **Utilities.**

2. **Description of Action:** This procurement request is to justify the request for goods by a sole source vendor.

3. **Description of Goods or Services**: The purpose of this request is to purchase a ARIES VOYAGER STORMWATER VIDEO SYSTEM VAN.

4. The Evervac Equipment LLC is the sole factory authorized distributor and supplier of Aries' equipment in the Eastern Time Zone., which is the only equipment compatible with Town's vac truck.

5. **Authority**: The authority permitting the sole sourcing of services is Town of Fort Myers Beach Ordinance 2007-01, Section 5, subsection C page 6 "Department Director determines in writing, after conducting a good faith review of available sources that there is only one source". "The requisitioning department shall submit to the finance department written justification as to why there is only one source."

6. **Applicability Of Authority**: Evervac Equipment company is the only qualified vendor in the State of Florida of the Aries video van.

7. **Efforts to Obtain Competition**: Review of the company and products was undertaken, and sole source letters are attached.

8. **Fair and Reasonable**: Due to the nature of the goods being specific Stormwater system we recommend the Evervac Equipment company be awarded due to these reasons provided.

9. **Technical Requirements / Personnel Certification**: We hereby certify that the technical requirements and certifications are accurate.

10. **Department Director Certification**: I hereby certify to the best of my knowledge this justification is accurate and complete.

Jeff Hauge — Name

Signature

1.26.26 — Date

Finance Review: Joe Onjick 1-26-2026

If over $75,000 Must go to Town Council for approval

Agenda Date_____ Attach Copy for Audit

Rev 5/2025

ARIES
INDUSTRIES, INC.

October 1st, 2025

Town of Ft. Myers Beach

RE: Evervac Equipment, LLC. and Aries Industries, Inc.
Sewer TV Inspection, Test & Sealing Equipment

To Whom It May Concern:

This letter is to advise you that Evervac Equipment LLC is the sole factory authorized distributor and supplier of factory approved parts and service for Aries' equipment in the Eastern Time Zone Counties in the State of Florida. Any product(s) or service that is not purchased through Evervac Equipment LLC may void any warranties on Aries' equipment.

If you have any questions, please do not hesitate in contacting us at 1-800-234-7205.

Sincerely,

Aries Industries, Inc.



Jim Kraschinsky
Vice President - Sales

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Sourcewell

Solicitation Number: RFP #120721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Aries Industries, Inc., 550 Elizabeth Street, Waukesha, WI 53186-4511 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires January 17, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Aries Industries, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Jim Kraschinsky D89AA83F9AD442F...
By: _____	By: _____
Jeremy Schwartz	Jim Kraschinsky
Title: Chief Procurement Officer	Title: Vice President-Sales
Date: 1/13/2022 | 12:11 PM CST	Date: 1/13/2022 | 12:27 PM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 1/13/2022 | 12:37 PM CST

RFP 120721 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Vendor Details

Company Name:	Aries Industries, Inc.
Address:	550 Elizabeth Street Waukesha, WI 53186
Contact:	Mike Burczyk
Email:	Mike.Burczyk@ariesindustries.com
Phone:	262-446-5631 5631
Fax:	262-896-7099
HST#:	39-1521061

Submission Details

Created On:	Wednesday October 20, 2021 08:36:31
Submitted On:	Tuesday December 07, 2021 14:44:49
Submitted By:	Jim Kraschinsky
Email:	Jim.Kraschinsky@ariesindustries.com
Transaction #:	450878b4-d8b0-41cb-8cc7-758171621809
Submitter's IP Address:	96.11.155.226

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Aries Industries, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Aries does not have any subsidiary entities.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Aries does not have any DBA names.	*
4	Proposer Physical Address:	550 Elizabeth Street, Waukesha, WI, 53186-4511	*
5	Proposer website address (or addresses):	www.ariesindustries.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jim Kraschinsky Vice President – Sales 550 Elizabeth Street Waukesha, WI 53186-4511 Jim.Kraschinsky@ariesindustries.com 262-446-5620	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Burczyk Sr. Contract Bid Specialist 550 Elizabeth Street Waukesha, WI 53186-4511 Mike.Burczyk@ariesindustries.com 262-446-5631	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	n/a	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in Wisconsin in 1985, Aries is a U.S. company that manufactures and distributes durable, productive, reliable and efficient pipeline inspection systems and rehabilitation equipment focused on keeping underground infrastructure municipal professionals running longer and faster. Aries products include mainline pipeline inspection cameras, transporters, lateral inspection tractors/cameras, portable pipeline inspection systems, tractor mounted cutting tools, and pipeline grouting systems for the rehabilitation market - all of which are incorporated into custom outfitted vehicles, providing a professional working platform. Aries employs more than (100) people at our 75,000 square-foot manufacturing and service facility in our Waukesha, WI headquarters with sales/parts/customer service and repair service centers in Fresno, CA and Vaughan, Ontario. Aries supports customers with expert, responsive post-sale support to maximize customer uptime, productivity, and profitability from Aries network of qualified independent dealers and company-owned service centers across North America. Aries and Aries dealers are ready to train, service, and support Sourcewell members. Aries continues to innovate cost-effective solutions, equipment and support services for the sewer and water inspection and rehabilitation industry. The Aries core values are Accountability, Reliability, Integrity, Excellence, and Service. Our mission is to build customers for life through service and reliability excellence. Our vision is to be an industry leader of inspection and rehabilitation solutions for underground infrastructure. Our culture is Positive intent, "WE" culture focused on the Customer Experience. - A culture of professional teamwork – "WE Culture" - A culture of fundamentals, process and data driven decisions - A culture of EMPOWERMENT – make a decision and stick with it - A place you want to come to work and make a difference - A culture that considers the customer's position and viewpoint when making decisions
10	What are your company's expectations in the event of an award?	Aries expects that a Sourcewell contract will provide a significant opportunity for municipalities to purchase Aries highly valued underground inspection and rehabilitation equipment with best-in-class service and parts support. Aries plans to aggressively promote Sourcewell via website, social media, emailers, trade show advertising, etc. along with our diverse product line and highlight the value of Sourcewell. In addition to promoting the award, Aries would educate and work with our inside sales, regional sales managers and dealer network to maximize Sourcewell opportunities to its members and prospective members. Aries expects to broaden our already established customer base gaining additional revenue and market share if awarded this contract.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Aries is a profitable, privately held organization with revenues over the past 5 years ranging from $25-$35 million annually. Aries is a privately held corporation and does not release specific financial data. The company has a strong balance sheet with ample capital available to finance our strategic growth plans of double digits over the next 4 years. Aries has a strong balance sheet driven by our accounts receivable. Customers pay mainly on time and our average days of accounts receivable is slightly over 33 days. This drives a strong positive cash flow for the business. Our inventory is saleable with 90% turning in 12 months or less. Financial commitments are consistently made on time, with no past due issues. The Company's revolving line of credit has been maintained at historic lows for the past 12 months. Finally, Aries has an annual full-scope audit of the company's financial results. Our audit has resulted in an unqualified opinion and has not identified any financial concerns. Please see attached documents: General Business Information, Credit Information and a letter from Aries' bank.
12	What is your US market share for the solutions that you are proposing?	U.S. Market Share: 25%
13	What is your Canadian market share for the solutions that you are proposing?	Canadian Market Share: 40%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Aries Industries has never filed for bankruptcy protection.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Aries is a manufacturer with a VP-Sales and (7) sales territory managers on staff covering North America as well as more than (15) internal sales, marketing, customer service, technical service and product / training specialists on staff for North America. Aries has a contracted relationship with an independent dealer network of (20) companies in North America who employ their own sales and service personnel. Aries' President and CEO is active in talking with and meeting our dealers and customers throughout North America. Finally, one facet of our strategy is to continue to grow our strong dealer network for outstanding local dealer support in all U.S. states and Canada. Aries products are delivered to customers and dealers direct from our Wisconsin factory or through our dealer network. Every delivery is supported by our territory sales manager and field service technicians. Deliveries made through our dealers are supported by the dealer sales and service team members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Aries has vehicle converter licenses in LA and TX and a manufacturer license in OK. Aries also is registered with the States of HI and NJ for commerce. Aries is registered with the federal SAM website. Aries can accommodate special licensing requests of Sourcewell members. Please see attached documents.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or disbarment of Aries Industries, Inc. has occurred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	n/a	*
19	What percentage of your sales are to the governmental sector in the past three years	Aries averaged 30% of total sales to the governmental sector in the past three years.	*
20	What percentage of your sales are to the education sector in the past three years	0% Education sector	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Aries currently holds three co-operative purchasing contracts: HGACBuy – average $938,000 annually the past three years Buyboard – average $168,000 annually the past three years *Minnesota State Contract = $268,000 annually the past three years *= via Aries dealer Flexible Pipe Tool	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Aries Industries, Inc. does not currently hold a GSA contract. Aries does not hold any Federal purchasing contracts currently or in the past three years.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Raleigh, NC	Kori Garrett	(919) 996-4519	*
Jefferson County, AL	Kerry Wilson	(205) 461-5359	*
City of Austin, TX - Watershed Protection Department	Daniel Herrera	(512) 974-3342	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
County	Government	Alabama - AL	TV Inspection trucks and Components	$900,000 equipment purchases	$900,000	*
City	Government	California - CA	Rehabilitation robotic cutter with components	$380,000 equipment purchases	$380,000	*
City	Government	Kansas - KS	TV Inspection truck	$350,000 equipment purchases	$350,000	*
City	Government	North Carolina - NC	TV Inspection truck and Components	$300,000 equipment purchases	$300,000	*
City	Government	Wisconsin - WI	TV Inspection truck	$300,000 equipment purchases	$300,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Aries has a VP-Sales and (7) sales territory managers on staff covering North America as well as (15) internal sales, marketing, customer service, technical service and product / training specialists on staff for North America. Sales Territory Managers are strategically located throughout North America. Aries headquarters is centrally located in Waukesha, Wisconsin. This facility also provides all manufacturing operations, sales, customer service, parts and service. Additional sales/parts/service facilities are in Fresno, California and Vaughan, Ontario, Canada. Aries has (20) independent dealers who provide sales, parts and service in the United States and Canada. All dealers are supported by their Regional Sales Manager and the entire Aries organization. All Aries' salespeople and many dealer salespeople are capable of trouble-shooting customer issues and providing preventative maintenance expertise. Part of our strategy is to continue to grow our strong dealer network for outstanding local dealer support in all U.S. states and throughout Canada.	*
26	Dealer network or other distribution methods.	Aries has a dealer network of (20) independent dealers covering North America plus one dealer dedicated to international sales. All Aries dealers are focused on governmental clients and promote Aries products, parts, training and service in their respective areas. Each dealer is supported by their Aries Regional Sales Manager and the entire Aries organization. Please see uploaded document for Aries' dealer information.	*

27	Service force.	Aries has (15) customer service, technical service and product / training specialists on staff for North America. Field Service Technicians are strategically located throughout North America. Aries headquarters is centrally located in Waukesha, Wisconsin. This facility also provides all manufacturing, sales, parts, customer service and repair. Additional sales/parts/service facilities are located in Fresno, California and Vaughan, Ontario, Canada. Aries is a full-service team with easy phone branches to reach the appropriate service or technical team with one call designation: 1. Technical Support – troubleshooting, diagnostics 2. Customer service – parts selection, parts orders, service orders, order-tracking; loaners 3. Software support – troubleshooting and diagnostics If repair is needed, Aries' technical staff are capable of assisting most customers to be back up and running with phone support to diagnose or assist in repair over the phone. We offer state-of-art technologies and tools to assist in diagnosis like "Rescue Lens" which allows for a live video for Aries personnel to see customer equipment and increase the capabilities of diagnosing complex systems or identify difficult parts and set ups. We also offer "Rescue Me" which is a software and computer hardware support tool that allows an Aries customer service technician to remote into a customer computer and take control. The use of this tool allows for quick and efficient diagnosis/resolution to any software or computer hardware concern. If these efforts are not successful, the customer can call their local dealer for repair service or send the equipment to Aries Waukesha, WI, Fresno, CA or Vaughan, Ontario facilities for service. If customer repair cannot be sent to one of our service centers, we offer a Field Service Team which can travel to customer locations for service and/or training. Aries has (20) independent dealers who provide sales, parts, customer service and repair in North America. All dealers are supported by are supported by supported by an Aries' Regional Sales Manager and the entire Aries organization.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	An Aries territory manager and/or dealer initially discuss application and system configuration with the prospect. All Aries and Dealer business cards, email signatures and websites will display the Sourcewell logo and contract number. Aries and Aries' dealer will determine if Sourcewell membership is already established. If not, we will work to recruit the customer as a member, explaining the value and benefits which come through membership. A product demonstration is typically requested and performed by Aries and/or Aries' Dealer at the prospects site. All demonstrator units will display the Sourcewell logo and Aries' contract number. A customized quote will be developed for the Sourcewell member. All quote forms (including equipment specifications) will display the Sourcewell logo and Aries' contract number. The quoting process will include any open market items and analysis if any additional discounts are available to the listed contract pricing. The quote will be used by a Sourcewell member to create a purchase order or other contractual document for Aries or for the dealer if a dealer was involved. If the order was placed through the Aries dealer network, the Aries dealer will send a copy of their invoice and the member's purchase order to Aries to verify the proper Sourcewell price was used. All PO's must reference Aries' Sourcewell contract number. Aries will send an order acknowledgement followed by any additional documents such as vehicle layout approval drawings as required. Aries will manufacture and deliver the product(s) as outlined in the quote by the time frame indicated. All post-delivery follow up and training will be coordinated and Sourcewell member payment terms will be enforced per quoted terms. After the equipment is delivered to the customer, Aries' Field Service Technician and Dealer will schedule and perform the following with the customer at the customer's site: • Compare member P.O. /specifications to equipment delivered to ensure it meets requirements • Review Operation and Maintenance manuals • Review general preventative maintenance, safety requirements, pre-operation equipment inspection • Provide required hands-on training for Operators • Provide basic troubleshooting • Review all Aries' and Dealer Customer Service contact information • Assist member in equipment registration, warranty information and claims process Aries will send an invoice to the dealer or directly to the member per their instructions (i.e.: email, mail, etc.). If sent to the Aries dealer, the Aries dealer will send to the member per their instructions. If the order was placed through the Aries dealer network, the Aries dealer will send a copy of their invoice and the member's purchase order to Aries to verify the proper Sourcewell price was used and to include with Aries' Sourcewell documentation fee. Aries will have a specific code for each Sourcewell order to capture sales details each month for ease of quarterly reporting to Sourcewell.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Aries customer service is a process-oriented and strategic lead team with an emphasis on "Customer Experience". We have successful partnerships with our customers and have developed a world class team of professional customer service individuals with over 150 years of professional customer service experience. Aries is a full-service team with easy phone branches to reach the appropriate service or technical team with one call designation: 1. Technical Support – troubleshooting, diagnostics 2. Customer service – parts selection, parts orders, service orders, order-tracking; loaners 3. Software support – troubleshooting and diagnostics Aries customer service team can be reached from 7am to 7pm Central Time Monday through Friday by calling 800-234-7205. Part orders can be placed by email, fax or phone and are processed same day as received. Stock orders ship next business day. Same day orders and shipments can be processed upon request. Aries is serviced by UPS, FedEx and LTL transit on a daily basis. Automatic email notifications of shipment and delivery are provided upon request.

Service orders are entered on day of request. If repair is needed, technical customer staff will assist with phone support to diagnose or assist in repair over the phone if applicable before customer equipment is sent to Aries locations for repair. We offer state-of-art technologies and tools to assist in diagnosis like “Rescue Lens” which allows for a live video for Aries personnel to see customer equipment and increase the capabilities of diagnosing complex systems or identify difficult parts and set-ups. We also offer “Rescue Me” which is a software and computer hardware support tool that allows an Aries customer service technician to remote into a customer computer and take control. The use of this tool allows for quick and efficient diagnosis/resolution to any software or computer hardware concern. Aries’ technical staff are capable of assisting most customers to be back up and running with phone support and/or the technical tools. If these efforts are not successful, the customer can call their local dealer for repair service or send the equipment to Aries Waukesha, WI or Fresno, CA locations for service. If customer repair cannot be sent to one of our service centers, we offer a Field Service Team which can travel to customer locations for service and/or training.

If a repair is needed and sent to Aries, we offer a robust free loaner program for like equipment to keep the customer up and running to mitigate any costly downtime.

The Aries’ loaner pool is over 100 units strong representing most equipment (ie: camera, tractors, controllers, reels, etc.) that Aries sells. Loaners are generally shipped same day 90+% of the time as request. Also, all equipment sent in for repair is evaluated for applicable warranty. *

Aries prides itself on customer service performance and metrics which are kept on a daily basis to monitor and improve our service to our customers. Some metric examples:

1. Calls by Workgroup
a. Total number of calls per individual workgroup
b. Number of calls by person
c. Hours of calls received (staffing purposes)
d. Average talk time per call
e. Average hold time per call
f. Average abandon time of any call
g. Calls through 800 line
h. Total Incoming Calls
i. Total Outgoing calls
j. Total internal calls
k. Calls answered by voicemail
l. Calls YOY per workgroup

2. Loaner Requests
a. Number of requests per month
b. Month to date requests
c. Same day shipment percentage
d. Request by loaner type
e. Requests against loaner pool
f. Daily loaners in the field
g. Monthly loaner use trend

We are a leader in the industry with an overall call abandon rate of 1.9% for our entire customer service team. Industry standard of 5% is considered World Class in any manufacturing environment. Our phone call hold and average abandon times are also second to none in the industry with less than 15 seconds average answer time, and less than 25 seconds average abandon time. We know customer time is valuable and are committed to rapid response and one call resolution. We also log customer technical diagnostic calls by case management so that we can capture the customer experience and assist further should a second call be needed to provide additional support. We utilize these metrics to make certain that Aries provides the needed staff and education to serve customers in a prompt and professional manner.

Aries Customer Service is committed to continual further education to provide customers with the most up-to-date technologies and informed representatives. We strive to be innovative with new tools, measure our metrics to change/adjust accordingly and employ professional staff to support customer product orders, diagnostic needs and support.

30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Aries covers the United States market for sales with a VP, Sales and (6) sales territory managers on staff. Aries headquarters is centrally located in Waukesha, Wisconsin. This facility also provides all manufacturing, sales, parts and service. An additional sales/parts/service facility is in Fresno, California. Aries has (17) U.S. dealers who provide sales, part and service in the United States. All dealers are supported by (15) internal sales, marketing, customer service, technical service and product / training specialists on staff. Aries and Aries' dealers are excited at the prospect of earning a Sourcewell contract to use as a sales vehicle for members and prospects.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Aries is currently very active in the Canadian market (sales up 200% in 2021 versus 2020) with an Aries sales, parts, customer service and repair facility in Vaughan, Ontario and three (3) dealers who cover all Canadian provinces with sales, parts and service personnel. Canada is a key strategic growth region for Aries and we continue to make investments in marketing and dealers to capture share. Aries and Aries' dealers are excited at the prospect of earning a Sourcewell contract to use as a sales vehicle for Canadian members and prospects.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Aries services all regions of North America.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Aries services all Sourcewell Member sectors and does not have any sales limitations due to other cooperative purchasing contracts.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific requirements or restrictions will be placed on Sourcewell Members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Aries will announce and promote the unparalleled benefits that a contract with Sourcewell will bring to our customers and prospects through a multi-pronged, integrated marketing effort. We will add the Sourcewell logo and link on our website and provide the logo and contract number to our nationwide network of dealers to use on their websites and marketing materials. We will produce a well-written and graphical blog article on our website announcing the Sourcewell contract, which will be shared to our 4,000+ followers (and growing) on LinkedIn, Facebook, and Twitter. This will be followed up with ongoing social media posts featuring success stories, highlights of the partnership, and updates. We will leverage our email database of over 5,000 customers, prospects, and dealer network to announce the Sourcewell contract, focusing on how the relationship can benefit the municipalities we serve. The Sourcewell logo and link will become a permanent aspect of our email communications to continue to reinforce the relationship on every email newsletter we send. The Sourcewell logo will be visible on our demonstration trucks that are used by our sales team and dealers with current and prospective customers. We will announce the Aries Industries/Sourcewell contract through a national public relations campaign, targeted at industry and business publications. The relationship will also be promoted through a national advertising campaign that includes print and digital ads. At each national and regional trade show we attend, attendees will see exhibit and demonstrator vehicle graphics announcing the partnership and be invited to learn more in conversation with our sales reps at these shows. The Sourcewell logo and contract information will be added to our print collateral, such as company brochures and sell sheets. Print and digital versions will be made available to our national dealer network via our marketing toolbox on the Aries' website dealer portal. Additionally, Aries will add the Sourcewell logo and Aries contract number to all Aries and dealer quotes, email signatures, business cards, demonstrator vehicle decals, and Aries-branded apparel.	*

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We leverage an ongoing Search Engine Optimization (SEO) strategy to identify and incorporate keywords through blog articles and page content. We research the market for relevant, industry-related terminology to determine best use cases for metadata within the website's core pages, blog posts, and respective media (e.g., images, social media, etc.). We also consider brand queries in our use of metadata, so that metadata is designed with the targeted end-user in mind, as well as the overall brand and its recognition. Aries Industries has over 4,000 followers across LinkedIn, Facebook, and Twitter. We share a mix of eye-catching graphics, video, industry articles, and original blog posts on a weekly basis. Metrics are generated and analyzed monthly to ensure the content we share is resonating and achieving high engagement levels. We use a marketing automation platform to build our prospect and customer database and automatically nurture leads throughout the sales process. We use both triggered and custom email campaigns to communicate with and market to our database. Our marketing automation platform includes fully integrated email, social media and website tracking applications to maximize prospect interactions and move them to sales. Comprehensive metrics allow us to modify our marketing and sales strategy on an ongoing basis to maximize results. This use of technologies has helped our sales growth while capturing new customers and inquiries by prospective customers. Our advertising efforts center on banner ads and custom emails placed in targeted industry publications. We receive click through details and these leads are added to a multi-faceted campaign designed to nurture and convert.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is known to provide stellar marketing through its active posting on social channels and can leverage their following by sharing Aries-won contracts through re-sharing our social posts. We hope to work in partnership with Sourcewell in educating our customers and prospects on how to use the contract and the many benefits of purchasing through Sourcewell. With access to the member list and Sourcewell contract management team, we look forward to guidance in the best way to communicate value to Sourcewell members. As a leader in marketing to contractors and municipalities in need of pipeline inspection equipment, we believe a partnership with Sourcewell, the premier procurement cooperative, will result in a win-win for Sourcewell members. However, our goal is just not to attract current Sourcewell members but find new prospects to join. We plan to highlight each Sourcewell sale as a success story to be shared ultimately driving new customers to Sourcewell with our partnership.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Aries products are not currently available through an e-procurement process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Onsite equipment training is included with all truck and system sales. This is performed by an experienced Aries' Field Service Technician or Aries' Dealer Technician. Each piece of equipment has a training program tailored to that specific piece of equipment. This training is provided as a standard part of the sale of all our equipment prior to the equipment being put into service. Members may request additional training as a priced sourced item. Training programs offered are operator, best practices and preventative maintenance at the customer's location presently for current rate of $1200/day and service and repair training programs at Aries' Waukesha, WI facility (priced based on what equipment needs to be trained – please see attachments). All training is conducted by experienced Aries' Field Technicians. Programs are customized based on customer's equipment.	*

40	Describe any technological advances that your proposed products or services offer.	Aries is U.S. owned and centrally located in North America in Wisconsin. We have our own machine shop for faster response for repairs, production and R&D Projects and to provide unique solutions. We also source machined parts from local Milwaukee shops and the vast majority of our parts and components from U.S. companies. One of Aries strengths is customized design and build solutions for municipalities promoting safety and productivity features. We do our own cabinet manufacturing. Aries believes we are only manufacturer currently producing a pan and tilt camera with a lens wiper feature for in-pipe cleaning for mainline inspections. This provides more productivity by allowing the camera lens' to be cleaned in its position in the pipe versus retrieving the tractor/camera to wipe off the camera lens. Aries has implemented or is in the process of implementing new CANbus technology across all of our inspection and rehabilitation products platforms. CANbus provides immediate response controls and endless diagnostic capabilities. Some programs: i. Expand the Aries manufactured Wolverine 2.0 Cutter System to 850 Feet (longest electric cutter system in the industry) ii. Voyager Inspection Equipment w/ 1080p HD High Definition Camera – Mobile & Truck Mounted iii. Expanding our Laser Profiler Equipment Across Multiple Software Packages Aries has implemented a multi-faceted approach to maximizing customer UPTIME by implementing new technologies (Rescue Me and Rescue Lens) to troubleshoot units in the field and providing the most extensive free loaner program in the industry.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Aries uses LED's in all of our cameras and in the lighting in our truck builds. We also currently offer an inverter powered by batteries versus the customer needing to run gas/diesel generators or engine-mounted generators. a. Exploring Solar Panels to Power our Trucks in the Field b. Investigating battery powered Ford Transit and F-series Trucks from Ford that will be in production soon c. Aries offices utilize LED lighting and we are currently relamping our entire 75,000 square foot manufacturing facility with new LED fixtures throughout d. Implemented reusable dunnage in our shipping process e. We work with several local companies on recycling: a. Electronics Equipment/Components b. Metals & plastics c. Paper & Cardboard	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Aries has no applicable third-party issued Eco-labels, ratings, or certifications.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Though Aries does not currently qualify for WMBE or SBE accreditations, two Aries Dealers have WMBE certification, Bogie Enterprises, Inc. and BDG, Inc. DBA Flexible Pipe & Tool. Their Certificates are uploaded.	*

44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Aries is U.S. owned and centrally located in North America in Wisconsin. We have our own machine shop for faster response for repairs, production and R&D Projects and providing unique solutions. We also source machined parts from local Milwaukee shops and the majority of our parts and components from U.S. companies. One of Aries strengths is customized truck upftting design and build solutions for municipalities promoting safety and productivity features. Aries believes we are only manufacturer currently producing a pan and tilt camera with a lens wiper feature for in-pipe cleaning for mainline inspections. This provides more productivity by allowing the camera lens' to be cleaned in its position in the pipe versus retrieving the tractor/camera to wipe off the camera lens. Aries has implemented or is in the process of implementing new CANbus technology across all of our inspection and rehabilitation products platforms. CANbus provides immediate response controls and endless diagnostic capabilities. Some programs: i. Expand the Aries manufactured Wolverine 2.0 Rehabilitation Cutter System to 850 Feet (longest electric cutter system in the industry) ii. Voyager Inspection Equipment w/ 1080p HD Camera – Mobile & Truck Mounted iii. Expanding our Laser Profiler Equipment Across Multiple Software Packages Aries has implemented a multi-faceted approach to maximizing customer UPTIME by implementing new technologies (Rescue Me and Rescue Lens) to troubleshoot units in the field and providing the most extensive free loaner program in the industry. Aries regularly offers "Grout Boot Camps" for the rehabilitation market at regional locations each year where customers and other interested parties are brought together to learn hands-on aspects of grout pipeline rehabilitation. Customers and interested Aries dealers are also able to attend sessions tailored to repair and maintenance of Aries equipment. Aries also conducts best practices workshops throughout the year for our customers across the country. Aries is the only manufacturer of wastewater and stormwater inspection systems, grout systems, lateral reinstatement cutting systems, and water well inspection systems. Aries is the only U.S.-based manufacturer of water well, wastewater, stormwater inspection systems with a facility in Canada	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Aries warrants all new items manufactured by Aries for defects in materials and workmanship for a standard period of one year following the date of receipt. Aries has the right to repair or replace any defective part at our service facility or to ship the customer a replacement component or part. Items not manufactured by Aries (generators, air conditioners, etc.) are warranted for one year or by the item's manufacturer warranty, whichever is longer. Please see attachments for a copy of the Aries Warranty statement.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty exclusions typically include expendable / wear-out items. Warranty is not applicable to malfunctions due to damage, neglect, wear, misuse, using unauthorized parts, or improper handling. Repairs made by persons other than factory authorized personnel are also excluded.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Aries will cover a technician's expenses for any field warranty repairs in North America	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Aries technicians will travel anywhere in North America for field warranty repair. The majority of warranty repair is handled via parcel shipment of the faulty component back to an Aries Service Center or authorized dealership.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Aries will cover the complete system, including items made by other manufacturers, for the Aries warranty term. Any items with warranties of a longer duration than the Aries warranty will also be honored as part of our system. Examples of this are Ford Motor Company vehicle warranties or Whelen strobe light warranties. Aries will coordinate with any outside manufacturers for a warranty service point for an item used as part of the Aries system.	*
50	What are your proposed exchange and return programs and policies?	Aries shall have at their option, the right to repair or to replace any defective part or component at their service facility(s), or to ship the Customer a replacement component or part. A restocking charge of 15% will apply to all unused returned parts. Please see attachments for the Aries Sales Order Acknowledgement, Warranty Policy and Return Materials Authorization forms.	*
51	Describe any service contract options for the items included in your proposal.	Aries provides a variety of "Custom" service contracts that are available to customers including annual service and preventive maintenance.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Aries payment terms to municipal entities are Net 30 Days unless otherwise negotiated. Accepted payment methods include ACH, check or credit card.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Aries offers leasing and financing options through third party companies such as AP Equipment Financing. Aries created a direct Aries funded leasing option in 2021 with certain customers to start in Q1 2022. Expectations are to provide a leasing option to customers that meet certain criteria in the very near future.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Standard transaction documents are Quote Form, Sales Order Acknowledgement (includes Terms & Conditions), RMA Form, Loaner Program Policy and Request for Service form.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Aries accepts P-card procurement payments with a transaction limit of $15,000. There is no additional cost to Sourcewell members to use this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Aries pricing model is a discount off Aries' List Price for Sourcewell members. Please see the Aries Pricing attachment for details.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Aries offers a 5% discount off our published List Prices for all categories and products. Please see the Aries Pricing attachment for details.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Aries will offer an additional 2% volume discount for members who purchase a quantity of (3) or more of the same units. Volume discounts of non-like units will be considered on a case-by-case basis.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open Market items will be individually quoted by Aries on behalf of the Sourcewell member. A typical item would be a vehicle and/or vehicle body for outfitting of one of our systems. Aries will offer vehicles through our local franchised dealer that will include any manufacturer price concessions available to a member. Vehicles will be added at cost for sales taxation purposes. Please note that due to the volatility of chassis and trailer pricing, these prices are considered estimates subject to change by the Vehicle Manufacturer / Dealer at the time the order is placed. Customized products requested by a Sourcewell member for integrations to our systems will be priced by using our current Sourcewell pricing as a baseline, modifying for changes needed, creating a List Price and applying the Sourcewell discount.	*

60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs are included in contract pricing or detailed as sourced items to make the customer experience easy to understand.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	A delivery quote will be included separately as a sourced item. Current estimates are obtained via LTL Freight for palletized shipments or $1.90 to $2.00/mile for vehicle drive-away deliveries. All shipments are FOB: Waukesha, WI for the U.S. and FOB: Vaughan, Ontario for Canada. This will ensure an accurate estimate for each member irrelevant of their distance to the shipping point, rather than an averaged estimate. It will also allow for an accurate tax calculation for those members that are subject to sales taxation.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Aries ships products and parts from our factory in Waukesha, WI to our Vaughan, Ontario Canada facility for shipment to Canadian customers. Aries uses commercial carriers such as UPS whenever possible for offshore shipments. For products requiring freight forwarding, such as outfitted vehicles or vehicle bodies, transportation will be added as an open market item. There are no restrictions for Aries for Hawaii and Alaska because One.7, Inc., as an Aries dealer representative for both Hawaii and Alaska, takes care of any and all customer needs. Since 2005, One.7 has been selling environmental equipment worldwide which includes both Hawaii and Alaska. One.7,Inc. has vast knowledge in shipping in and out of the ports of both Tacoma and Seattle, pricing and arranging barge transportation at best price and availability to the customer and transports whatever is to ship out to either port whether its Alaska or Hawaii. One.7 also has experience with PASHA out of San Diego for shipping needs as that is another option for customers that want their equipment protected and out of the saltwater seas. One.7 has an Alaska Airline Cargo account and makes daily runs to the airport to ship parts and can ship out based on what the immediate need is of the customer including “Alaska Airlines GoldStreak Package Express” if necessary for same day shipment. One.7 Inc. will also fly one of their employees (for a nominal fee depending on the requirement) to the desired Hawaiian island (sometimes its multiple islands in one visit) or Alaska to train customers or trouble-shoot customer equipment.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	With our own facility in Ontario, Canada, Aries provides Aries sales, parts, customer service and repair to Canadian customers and dealers. One.7, an Aries dealer based in Washington State, has an Alaska Airline Cargo account and makes daily runs to the airport to ship parts including “Alaska Airlines GoldStreak Package Express” if necessary for same day shipment and arrival.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Aries has a Senior Bid Specialist on staff who approves that all quotes are in compliance with Sourcewell's discounted prices and to monitor all contract purchases to insure correct pricing, reporting, contract administration, and compliance by Aries and Aries' dealers to the following process: 1. Member's number and Aries' Contract No. are written on all documents. 2. Member's Purchase Order must accompany Aries' dealer's Purchase Order. 3. All PO's are compared to the published Sourcewell discounted prices 4. Sourcewell sales are noted on the order form and flagged at order entry to maintain compliance in remitting our fees. 5. Aries' dealer's invoice to the member must be submitted to Aries prior to commission payment. 6. All Sourcewell purchase orders are thoroughly reviewed for accuracy, contract compliance and pricing at our monthly order review meeting. 7. Aries Accounting will document all Sourcewell sales and administrative fees owed on a monthly basis so that quarterly reporting and remittance to Sourcewell is quick and easy.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Aries utilizes a number of metrics to measure improvements in various departments of our business through our ERP System using Microsoft Power BI as the reporting tool (please see samples in the uploaded additional documents). Each truck order and/or system order are tracked on a daily basis through PBI to ensure we are executing to the agreed upon plan. Aries will track Sourcewell quote dollars and order dollars weekly/monthly/YTD and compare to prior years, goals (TBD) and other cooperative purchasing business. Additionally, we will add a Sourcewell category in our CRM system so we can track calls and meetings with Sourcewell members and new prospects. Aries also will use metrics to make sure salespeople and dealers are focused on prospects as well as current customers. To promote success, Aries will create incentives for salespeople and dealers to sell to Sourcewell members and convert prospects to membership.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Aries proposes to pay Sourcewell an administration fee of 2% of the Aries total quarterly end user invoiced amount for the equipment less any freight charges.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Aries manufactures and distributes durable, productive, reliable and efficient pipeline inspection systems and rehabilitation equipment focused on keeping underground infrastructure municipal professionals running longer and faster. Aries products include mainline pipeline inspection cameras, transporters, lateral inspection tractors/cameras, portable pipeline inspection systems, laser profiler, sonar, and robotic cutters and pipeline grouting systems for the rehabilitation market - all of which are incorporated into custom outfitted vehicles, providing a professional working platform. Aries also manufactures a line of water well inspection cameras and equipment for municipalities and contractors to inspect water well casings.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sewer Inspection Camera or Equipment," "Underground Rehabilitation Equipment," "CCTV Inspection Equipment"; "Water Well Inspection"; Lateral Reinstatement Cutter Systems".	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Video, imaging, scope, and sensor equipment	(•) Yes ( ) No	Aries products include mainline pipeline inspection cameras, transporters, lateral inspection tractors/cameras, portable pipeline inspection systems, laser profiler, sonar products - incorporated into custom outfitted vehicles, providing a professional working platform.	*
71	Flow and leak testing, detection, and monitoring equipment and tools	( ) Yes (•) No	n/a	*
72	Underground infrastructure rehabilitation equipment	(•) Yes ( ) No	Aries products include lateral reinstatement robotic cutters and pipeline grouting systems - all of which are incorporated into custom outfitted vehicles, providing a professional working platform.	*
73	Products, accessories, supplies, parts, technology, software, and services related to the offering of the solutions in questions 70-72 above	(•) Yes ( ) No	For the equipment offered in questions 70 and 72, Aries offers a variety of optional tractors, cameras, accessories such as large pipe kits, software, storage options, etc. plus full parts and service support.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
74	Describe the compatibility of any software products offered with industry hardware.	Aries industries offers software packages from all independent companies including ITPipes, Peninsular Technologies, and WinCan. These three industry leading software packages are compatible with the vast majority of available brands of TV inspection hardware components on the market.	*
75	Describe the compatibility of any hardware products with industry software.	The TV Inspection hardware systems that Aries offers have proven to be compatible with the vast majority of software providers. We can confirm that our systems have successfully been used compatible with software packages from the following software designers Asset DMS, CTspec, Granite, ITpipes, Peninsular Techologies, Pipe Logix, POSM, Sewer AI, WinCan, and others.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No exceptions

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Aries Pricing 120721 Feb2022.pdf - Sunday December 05, 2021 19:01:07
- Financial Strength and Stability - Aries General Business-Credit-National Bank Letter 120721.pdf - Sunday December 05, 2021 18:54:36
- Marketing Plan/Samples - Aries Marketing Files 120721.zip - Sunday December 05, 2021 20:30:44
- WMBE/MBE/SBE or Related Certificates - Aries WBE Certifications 120721.pdf - Sunday December 05, 2021 18:55:22
- Warranty Information - Aries Warranty Policy 120721.pdf - Sunday December 05, 2021 19:00:44
- Standard Transaction Document Samples - Aries Standard Transaction Documents 120721.zip - Sunday December 05, 2021 20:31:10
- Upload Additional Document - Aries Additional Documents 120721.zip - Sunday December 05, 2021 20:31:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jim Kraschinsky, VP, Sales, Aries Industries Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Underground_Infrastructure_Inspect_Equip_RFP_120721 Fri November 19 2021 11:33 AM	☑	1

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-242**

1. **Request:**

Meeting Date: February 2, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH NATIONAL METERING SERVICE TO INCLUDE THE ADDITIONAL SERVICE OF PERFORMING GEOSPATIAL POSTIONING SYSTEM (GPS) DATA POINTS AND LEAD AND COPPER SERVICE LINE IDENTIFICATION INVENTORY FOR ALL METERS IN THE TOWN'S WATER DISTRIBUTION SYSTEM IN THE AMOUNT OF $96,900 INCREASING THE TOTAL AMOUNT OF THE AGREEMENT TO $1,920,852; AUTHORIZING THE TOWN MANAGER TO SIGN THE SECOND AMENDMENT; AND PROVIDE FOR AN EFFECTIVE DATE.

Why the action is necessary:

This action is necessary to comply with the purchasing ordinance which requires town council approval for expenditures over $75,000.

What the action accomplishes:

Approves the Second Amendment to the contract between National Metering Service and the Town to provide GPS locating services.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Mark Ashton, Utilities Manager, Jeff Hauge, Community Services Director

5. **Background:**

This Second Amendment of resolution 25-235 meter replacement program is to allow the National Metering Service to gather geospatial position system (GPS) location data and make a service line identification inventory of all meters in our distribution system. The GPS data provides for a sub-meter accurate location of all the water meters in our system using GPS longitude and latitude data. This data is used to quickly and accurately locate our meters for regular system maintenance. In addition, during emergency situations, we will be able to identify the meters for quick shut-offs, preventing us from shutting off entire mains because the meter is buried under debris, sand, or other situations that happen during emergency events. This will save work hours (cost), possible damage to peoples' homes or businesses from massive leaks, and lost revenue from uncontrollable breaks. The service line identification inventory is to identify lead and or copper service lines either before or after the meter. Through the identification, we can schedule the replacement of those service lines before the meters and inform the residents of the lines that are after the meter. This action brings our system into compliance with Florida Department of Environmental Protection (FDEP) Rule 62-555.350(14) and the Environmental Protection Agency (EPA), administered by the Florida Department of Environmental Protection (FDEP), Rule 40 Code of Federal Regulations (CFR) Section 141.80-91,That state we must maintain an accurate and updated map of our distribution system which includes the lead and copper service line inventory. Combining this data with our cellular metering installation, valve exercising data, stormwater voyage video van data and our GIS program, we are on the cutting edge of technology and are a leader in the industry.

Attachments:

1. 26-038, Second Amendment to National Metering Service (NMS) Agreement to add GPS Data
2. Exhibit A to resolution Second Amendment to National Meter Service ITB-25-05-PW

Agreement jf
3. National Metering Quote
4. Resolution 25-235, ITB-25-05-PW Water Meter Replacement Signed
5. National Metering Services Fort Myers Beach Agreement - Executed
6. First Amendment to NMS Agreement

Financial Impact:
The funding will be from the water fund balance.

6. **Alternative Action**
Deny the approval of the second amendment.

7. **Management Recommendations:**
Management recommends approval of the resolution.

8. **Recommended Approval:**

Mark Ashton, Utilities Manager	Created/Initiated - 1/23/2026
Jeff Hauge, Community Services Director	Approved - 1/26/2026
Joe Onzick, Finance Director	Approved - 1/26/2026
nancy stuparich, Town Attorney	Approved - 1/26/2026
Amy Baker, Town Clerk	Approved - 1/26/2026
William McKannay, Town Manager	Final Approval - 1/26/2026

RESOLUTION NUMBER 26-038

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH NATIONAL METERING SERVICE TO INCLUDE THE ADDITIONAL SERVICE OF PERFORMING GEOSPATIAL POSTIONING SYSTEM (GPS) DATA POINTS AND LEAD AND COPPER SERVICE LINE IDENTIFICATION INVENTORY FOR ALL METERS IN THE TOWN'S WATER DISTRIBUTION SYSTEM IN THE AMOUNT OF $96,900 INCREASING THE TOTAL AMOUNT OF THE AGREEMENT TO $1,920,852; AUTHORIZING THE TOWN MANAGER TO SIGN THE SECOND AMENDMENT; AND PROVIDE 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 became aware of the need to have an accurate GPS locations and service line identification inventory of the Town's meters; and

WHEREAS, location data pinpoints the location of the meter on each individual property allowing utilities personnel to quickly and efficiently find meters for service purposes during normal operations but especially after major storm events; and

WHEREAS, the time saved knowing the location of the meters saves the Town in labor costs, lost water revenue, house or business damages in case of major internal or external pipe breakage and leakage; and

WHEREAS, in addition the data is downloaded to the Town's Geographic Information System (GIS) program in compliance with the Florida Department of Environmental Protection (FDEP) Rule 62-555.350(14), which requires the Town to maintain an accurate and updated map of its distribution system; and

WHEREAS, the service line identification inventory data is needed to determine if there are any lead or copper service lines either located before or after the meter; and

WHEREAS, through service line identification, the Town can replace lines as needed for compliance and provide a lead free water service; and

WHEREAS, service line data is also downloaded to the Town's Geographic Information System (GIS) program in compliance with the Environmental Protection Agency (EPA), administered by the Florida Department of Environmental Protection (FDEP), Rule 40 Code of Federal Regulations (CFR) sections 141.80-91, which requires the Town to identify and inventory all service lines within its distribution system; and

WHEREAS, approval of the Second Amendment is in the best interest of the residents of the Town.

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

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

Section 2. This Resolution approves the Second Amendment attached as Exhibit A to the existing agreement with National Metering Service.

Section 3. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Sink, Council Member	___
VACANT, Council Member	___

ADOPTED this 2nd day of February 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day ____ 2026.

EXHIBIT A

SECOND AMENDMENT TO THE INDEPENDENT CONTRACTORS' AGREEMENT WITH NATIONAL METERING SERVICE

THIS SECOND AMENDMENT is made and entered into this 2nd day of February 2026, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the "Town", and NATIONAL METERING SERVICE, hereinafter referred to as "Contractor", to that certain existing Independent Contractors Agreement, dated October 14, 2025 ("Agreement") for Water Meter Replacement Program as approved by the Town Council of the Town of Fort Myers Beach on August 19, 2025.

WITNESSETH:

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

WHEREAS, the Town became aware of the need to have an accurate GPS locations and service line identification inventory of our meters; and

WHEREAS, the location data pinpoints the location of the meter on each induvial property allowing utilities personnel to quickly and efficiently find meters for service purposes during normal operations but especially after major storm events; and

WHEREAS, the time saved knowing the location saves labor costs, lost water revue, house or business damages in case of major internal or external pipe breakage and leakage; and

WHEREAS, the data is downloaded to our Geographic Information System (GIS) program in compliance with the Florida Department of Environmental Protection (FDEP) Rule 62-555.350(14) that we must maintain an accurate and updated map of our distribution system; and

WHEREAS, the service line identification inventory data is to determine if there is any lead and or copper service lines either before or after the meter; and

WHEREAS, through the identification we can then replace the lines as needed to comply and provide for a lead free water service; and

WHEREAS, the data is also downloaded to our Geographic Information System (GIS) program in compliance with the Environmental Protection Agency (EPA), administered by the Florida Department of Environmental Protection (FDEP), Rule 40 Code of Federal Regulations

(CFR) sections 141.80-91, that we must identify and inventory all service lines within the distribution system; and

WHEREAS, the National Metering Service is the contractor who will be locating the meters for replacement and during replacement will be exposing the service lines for inventory purposes; and

WHEREAS, when combined with our cellular meter technology it will provide the residents with a complete overall picture of their water service composition, usage and locations.

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

1. Amendment. This Second Amendment amends and supplements the existing Agreement between the parties. In the event of a conflict between the terms and conditions contained in the Agreement and this Second Amendment, the terms of this Amendment shall prevail. Attachment A to this Second Amendment provides for the modifications to the scope and pricing originally provided within the Agreement in its Exhibits "A" and "B" to reflect the addition of geospatial positioning system (GPS) data points and lead and copper service line identification inventory and its associated costs.

2. Available Funding. The Agreement is amended to provide that total payment for the cellular metering system and additional services through this Amendment shall not exceed $1,920,852 in FY 2025 and FY 2026 as provided in Attachment A to this First Amendment, and replaces the total costs originally provided in Exhibit "B" and any further references to Exhibit "B" within the Agreement or First Amendment.

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

Contractor:

_____

Print Name: _____

Company: National Metering Service

ATTEST:

Town of Fort Myers Beach

_____
Amy Baker, Town Clerk

_____
Dan Allers, Mayor

APPROVED AS TO FORM & SUFFICIENCY

_____

Vose Law Firm, Town Attorney

National Metering SERVICES, INC.

PO Box 491
Kearny, NJ 07032
(201) 246-1115 Fax (201) 997-6520
Toll Free 1-888-448-0009

Fort Myers Beach GPS Proposal

Name:	City of Fort Myers Beach			**Date:**	1/9/2025
Address:	2525 Estero Blvd			**Rept:**	J. Castle
City:	Fort Myers Beach	**State** FL	**ZIP** 33931	**Atn:**	M.Ashton
Phone:				**Terms:**	30 Days

Item No.	Qty	Description	Unit Price	TOTAL
1	3230	GPS Meter Locations Sub-Foot Accuracy	$ 20.00	$ 64,600.00
				$ -
		Optional		
2	3230	LCRR Compliance - Service Line Identification City/Residential	$ 10.00	$ 32,300.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Total	$ 96,900.00

Office Use Only

National Metering Services, Inc. Your full service meter contractor. Meter sales, service, meter system installation & turnkey packages available. Meter reading and billing services.

► *Certified Meter Testing* ▲ *Wi-Fi* ▲ *Composite Lids* ◄

Thank You

RESOLUTION NUMBER 25-235

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AWARDING ITB 25-05-PW TO NATIONAL METERING SERVICE TO REPLACE ALL 5/8- AND 1-INCH WATER METERS IN THE DISTRIBUTION SYSTEM FOR USE IN THE ADVANCED METERING INFRASTRUCTURE METER READING SYSTEM (AMI) THE TOWN IS INSTALLING IN ORDER TO PROVIDE FOR A SAFE AND RELIABLE UTILTIY METERING SYSTEM IN AN AMOUNT NOT TO EXCEED AMOUNT OF $1,619,790; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH NATIONAL METERING SERVICE SUBJECT TO LEGAL SIGN-OFF; 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 became aware of non-reading or inefficient meters and issued ITB-25-05-PW, seeking contractors to replace all 5/8- and 1-inch meters in the Town's distribution system to allow the meters to be able to be compatible with the advanced metering infrastructure meter reading system (AMI) the town is installing; and

WHEREAS, 5 responses to ITB 25-05-PW were received and the bid from National Metering Service was evaluated by Community Services Director Hauge and Utilities Manager Ashton, and determined to be the most responsive bidder; although not the lowest bid due to negative references received of the lowest cost vendor, and

WHEREAS, authorizing the Town Manager to negotiate and execute an agreement with National Metering Service in an amount not to exceed $1,619,790 in accordance with the Bid requirements and subject to legal sign-off is in the best interest of the Town and the residents of the Town of Fort Myers Beach.

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 ITB 25-05-PW is awarded to National Metering Service and the Town Manager is authorized to negotiate and execute an agreement with National Metering Service in an amount not to exceed $1,619,790 in accordance with the Bid requirements and subject to legal sign-off.

Section 3. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this 4th day of August 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers
Dan Allers (Aug 19, 2025 09:57:42 EDT)
Dan Allers, Mayor

ATTEST:

Amy Baker (Aug 19, 2025 14:50:01 EDT)
Amy Baker, Town Clerk

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

Nancy Stuparich
Nancy Stuparich (Aug 19, 2025 12:37:55 EDT)
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: Aug 19, 2025.

National Metering Services, Inc. **BIDDER SUBMITTAL CHECKLIST**

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE BIDDER IN PREPARING A COMPLETED BID SUBMITTAL

IMPORTANT: Please read carefully and follow each item.
Please check off each of the following items as the necessary action is completed:

- [x] 1. No. FMB:003 Official Bid Form, pg. D-2, insert firm name at the bottom of the page
- [x] 2. Signed copy of each addendum, if any.
- [x] 3. No. FMB:003 Official Bid Form, pg. D-3, insert Project Cost and any Alternates (if required)
- [x] 4. No. FMB:003 Official Bid Form, pg. D-5, all addenda issued, if any, have been acknowledged. (*If a replacement proposal bid form or bid schedule page was issued with any addenda, replacement page is used for submitting a bid)
- [x] 5. No. FMB:003 Official Bid Form, pg. D-5, substantial and final completion days inserted (if required)
- [x] 6. No. FMB:003 Official Bid Form, pg. D-6, has been properly signed with the corporate seal (if applicable). Attested to by the Secretary.
- [x] 7. No. FMB:001 Bid Bond/Cashier's Check/Certified Check have been submitted with the bid in the amount indicated. Note: Any cashier's or certified check must be received by the TOWN by the due date and time.
- [x] 8. No. FMB:003 Official Bid Form, Bid Schedules & Disk (if applicable), have been properly completed, unit price extensions and totals have been checked for accuracy
- [x] 9. Any other submittals required in Part B, "Legal Notice to BIDDERs, Paragraph 3. Submittal of Bids."
- [x] 10. Erasures or other changes made to the bid have been initialed by the person signing the bid
- [x] 11. No. FMB:004 Contractor's Qualification Questionnaire (properly completed, signed and notarized)
- [x] 12. No. FMB:005 Schedule D, DBE Participation form; completed and signed or good faith documentation. (when applicable)
- [x] 13. Proof of a "Good Faith Effort" in attempting to obtain DBE's for this project. (If subcontractors will be used and no DBE's are listed on Schedule D.) (when applicable)
- [x] 14. No. FMB:019 Public Entities Crime Form
- [x] 15. No. FMB:021 Non-Collusion Affidavit
- [x] 16. No. FMB:022 Trench Safety Affidavit (when applicable)
- [x] 17. No. FMB:023 Material Manufacturers
- [x] 18. No. FMB:024 List of Sub-Contractors

- [x] 20. No. FMB:100 Affidavit Certification Immigration Laws (Signed and notarized)

FMB:003 - OFFICIAL BID FORM

(1 of 5 Pages)

FOR

WATER METER REPLACEMENT PROGRAM

ITB-25-05-PW

Bids are to be submitted by
Monday, July 7, 2025, at 12:00 pm LOCAL TIME

to:

TOWN OF FORT MYERS BEACH
VIA DEMANDSTAR.COM

BID OPENING:

LOCATION: Town Hall
Town Hall Council Chambers
6231 Estero Blvd
Fort Myers Beach, FL. 33931

Monday, July 7, 2025, at 1:00 pm LOCAL TIME

BIDDER: National Metering Services, Inc.
(Individual or Firm Name)

ADDENDUM TO PROPOSAL

ITB-25-05-PW **Addendum No.: 1**

Project Name: Water Meter Replacement Project

Date of Issue: June 30, 2025

The following inquiries were received regarding the above reference RFP:

Q. Is a Neptune meter only proposal or are you accepting alternative bids?
A. Neptune is the required meter.

Q. Is there an estimated budget?
A. At this time, we will examine the bids first.

Q. Is there a start date and end date?
A. The project should take no more than one year and the start date is within 30 days of receiving the Notice to Proceed.

Deb Glavin, Contracts & Procurement Specialist
bids@fmbgov.com 239-765-0202

6/30/25

ADDENDUM TO PROPOSAL

ITB-25-05-PW **Addendum No.: 2**

Project Name: Water Meter Replacement Project

Date of Issue: June 30, 2025

The following inquiries were received regarding the above reference ITB:

Q. What is the existing meter brand?
A. Neptune

Q. What is the approximate geographic area of the meters to be covered under this contract?
A.

Q. What is the billing software the town utilizes?
A. CUSI-UB4 and Neptune 360

Q. If the Contractor provides storage, will the Town provide an area for the Contractor to place the storage container?
A. Depends on size and space available

Q. Will the Contractor be paid for "stored materials"?
A. Town will not pay for the storage

Q. How are the current meters being read?
A. AMR

Q. Will the transmitters be mounted through the meter box lids?
A. Yes

Q. Are there any existing holes in the lid?
A. Some, if new boxes are installed then it is up to the contractor to buy lids with holes

6/30/25

Q. What percentage of meter boxes are located in concrete or asphalt?
A. Unknown

Q. Do all settings have shut off valves before the meters?
A. Can not guarantee they all do that is part of the job if they do not, then they must be installed.

Q. Are all valves in the meter box?
A. Not all but most

Q. What is the procedure for any inoperable or broken valves?
A. Contractor will replace

Q. What is the age and primary make-up of service lines? (copper, plastic or galvanized)
A. The majority are poly lines with some pvc or galvanized (very rare)

Q. Who will provide Meter Tags for the old meters?
A. Contractor

Q. Electronic page 5 "Exception: If the meter currently has a meter box with an antenna installed, the meter will not be replaced, no further action is required." Question Will the Town provide a list of these locations, or will the contractor have to determine out in the field?
A. Contractor determines the field

Q. Please confirm the Town is Tax Exempt?
A. Yes

Q. Please confirm that the contractor will be providing all material listed on the Bid Sheet.
A. The Contractor is responsible to provide all material on the bid sheet.

Q. Please confirm the contractor will only be responsible for leaks they have caused, no pre-existing leaks?
A. The Contractor will be responsible to repair leaks the Contractor created.

Q. Please confirm the contractor will be replacing existing curb stops?
A. Yes, if needed

Q. Will testing be required as part of this contract?
A. The meter must be turned on and fittings tested for leaks

John Costa 6/30/25

Deb Glavin, Contracts & Procurement Specialist

bids@fmbgov.com 239-765-0202

RESCHEDULED

PUBLIC NOTICE
--- BID OPENING ---

THE TOWN OF FORT MYERS BEACH WILL HOLD A PUBLIC BID OPENING FOR:

WATER METER REPLACEMENT PROGRAM

ITB-25-05-PW

Wednesday, July 9, 2025, at 1:00PM

NEW LOCATION

MOUND HOUSE
451 CONNECTICUT STREET
FORT MYERS BEACH, FL 33931

7/2/25

All awards made as a result of this bid shall conform to applicable State laws and local ordinances. The Town reserves the right to accept or reject any bid in its sole discretion or not make any award.

FMB:003 - OFFICIAL BID FORM

(2 of 5 Pages)

Monday, July 7, 2025
(DATE)

12:00 pm. LOCAL TIME
(TIME)

Town Hall Council Chambers
2371 Pak Street
Fort Myers Beach, FL 33931

1. ATTENTION: BIDS WILL ONLY BE CONSIDERED FROM THOSE BIDDERS WHO HAVE OBTAINED THESE CONTRACT DOCUMENTS DIRECTLY FROM THE TOWN OR DEMANDSTAR.

2. The Undersigned, hereinafter called "BIDDER", is familiar with the local conditions, nature and extent of the work, attended the mandatory pre-bid meeting, examined carefully the sample Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and fulfilled their requirements as well as the bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

WATER METER REPLACEMENT PROJECT
ITB-25-05-PW

in full accordance with the drawings and specifications prepared in accordance with the Town's advertisement for Bids, Instruction to BIDDERs, Contract and all other documents related thereto on file with TOWN, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

3. The BIDDER hereby agrees that:

   (a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the BIDDER has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.

   (b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the TOWN in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Construction Bond shall be in the amount of one hundred percent (100%) of the accepted bid amount. The BIDDER shall, at the time the Contract is

executed, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of a breach of any of the agreements of this proposal, the bid security shall be forfeited.

(c) In the event of any conflict between the Invitation to Bid and Ordinance 24-11, the provisions of the ordinance will prevail. A copy of ordinance 24-11 is available on the TOWN'S website.

Water Meter Replacement Project Bid Sheet					
Size	**Brand Specific**	**Model**	**Approx Number of Units**	**Unit Price**	**Extended Price**
5/8 Inch	Neptune Technology Group	Mach 10 – EU1B2G1 (5/8x3/4 Mach 10 R900i v4 Gallons)	2,500	$454.80	$1,137,000.00
1 Inch	Neptune Technology Group	Mach 10 – EU1F2G1 (1" Mach 10 R900i v4 Gallons)	250	$599.35	$149,837.50
Antenna	Neptune Technology Group		3,000	$41.00	$123,000.00
5/8 Inch Curb Stop	Ford	B43-342W-NL (3/4" Ball Valve, Pad Wing – No Lead 1" CTS Pack Joint by 5/8"x3/4" & ¾" Meter Swivel Nut) or approved equivalent	As Needed up to 1,000 Unites	$176.93	$176,930.00
1 Inch Curb Stop	Ford	B43-444W-NL (1" Ball Valve, Pad Wing – No Lead 1" CTS Pack Joint by 1" Meter Swivel Nut) or approved equivalent	As Needed up to 150 Unites	$218.12	$32,718.00
5/8 Inch Straight Meter Coupling	Ford	C38-23-2-NL (2" Length) or approved equivalent	As Needed	$26.34	$26.34
1 Inch Straight Meter Coupling	Ford	C38-44-2-NL (2" Length) or approved equivalent	As Needed up to 150 unites	$33.45	$33.45
Meter Box	Quazite	CDR Box 11"x18"x12" Straight Wall or approved equivalent	As Needed	$175.95	$175.95
Meter Lid	Quazite	CDR Cover 11"x18"x12" w/ 4"x6" CIR5t or approved equivalent	As Needed	$69.48	$69.48
				Base Bid Total	$1,619,790.72

Name of Bidder: National Metering Services, Inc.

Total Base Price: $1,619,790.72

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. 1 Dated: 6/30/25 Addendum No. 2 Dated 7/1/25

Addendum No. 3 Dated: 7/2/25 Addendum No. _____ Dated _____

5. If awarded this contract, the BIDDER agrees to complete the work covered by this contract as follows:

(a) Substantially complete in 240 consecutive calendar days from date of Official Notice to Proceed.

(b) Final completion in 365 consecutive calendar days from the date of Official Notice to Proceed.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the TOWN, also that no head of any department or employee therein, or any officer of Fort Myers Beach, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any BIDDER or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other BIDDER, or to secure any advantage against the TOWN or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

FMB:003 - OFFICIAL BID FORM

(5 of 5 Pages)

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this document. The BIDDER further agrees to hold harmless, defend and indemnify the TOWN and its agents for any losses, including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

Peter Martin (Name of License Holder)	CUC-1224998 (State Certificate No.)
74-8017540071-2 Business Tax Receipt No. *(Specify jurisdiction)*	F03000002137 (State Registration No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this 23rd day of July, 2025.

William Castle President
By: Printed

President
By: Signature

TITLE: President

National Metering Services, Inc. Company Name	William Castle Contact Person
235 Hatteras Ave Suite 200 Mailing Address	wcastle@nmsnj.com E-mail / Contact Person
Clermont Florida 34711 City, State, and Zip	201-628-2850 Telephone Number
	201-246-1831 Fax Number

ATTEST: John Castle
Secretary John Castle

(Seal)

INDEPENDENT CONTRACTOR'S AGREEMENT
ITB-25-05-PW

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is effective the 1st day of October 2025 by and between the **TOWN OF FORT MYERS BEACH**, a Florida municipal corporation (hereinafter the "TOWN") and **NATIONAL METERING SERVICES, INC**, a Florida corporation (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the TOWN is a municipal corporation in the State of Florida, having a responsibility to provide certain services to benefit the citizens of the TOWN OF FORT MYERS BEACH; and

WHEREAS, the TOWN has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of Water Meter Replacement Program in the TOWN and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, CONTRACTOR was the successful bidder for an advertised Invitation to Bid identified as ITB-25-05-PW, "WATER METER REPLACEMENT PROGRAM," which satisfies the TOWN's Procurement Policy; and

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

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or proposal documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1) **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2) **Description of Work.**

a) The TOWN hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as **Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in **Exhibit "A"** will be resolved in favor of the body of this Agreement.

CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.

b) CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB) (here, ITB-25-05-PW), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the TOWN, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, as applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3) **Commencement and completion/Term.**

a) CONTRACTOR must commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed and must and must complete the work not later than 120 calendar days thereafter.

b) Liquidated damages will be assessed against CONTRACTOR in the amount of $500.00 per day, for each day beyond the Final Completion deadline that the work contemplated by this Agreement is incomplete. The Town shall have the right to deduct all liquidated damages due from the final payment request as well as any retainage if completion deadline is delayed by the contractor's actions only. However, CONTRACTOR shall not be assessed liquidated damages for delays in completion caused by acts of the Town or its employees, acts of God, or other events beyond the control of CONTRACTOR.

4) **Payment.**

a) The TOWN agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in **Exhibit "B"**, which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amounts set forth in **Exhibit "B."**

b) Progress payments, if any, will be made as set forth in **Exhibit "B".**

c) The TOWN reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations upon prompt and reasonable notice by the TOWN. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5) **Acceptance of work product, payment, and warranty**.

a) **Installment Payments.** Upon receipt of a periodic work product or notice that work has progressed to a point of payment in accordance with **Exhibit "B"** attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the TOWN will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in **Exhibit "B"**. TOWN acceptance of work and corresponding payment shall not be unreasonably withheld.

b) **Final Payment.** Upon receipt of written notice that the work is ready for final inspection and acceptance, the TOWN will promptly make such inspection. When it finds the work acceptable under this Agreement and the contract fully performed, it will promptly issue a final certificate stating that the work provided for in this Agreement has been completed, and acceptance by the TOWN under the terms and the conditions thereof, is recommended and the entire balance, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of the final certificate. Before issuance of final certificate, CONTRACTOR must submit an affidavit satisfactory to the TOWN that all payrolls, subcontractors, materialmen, and other similar bills and indebtedness connected with the work have been paid.

c) **Warranty.** CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the TOWN) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the TOWN in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the TOWN for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR shall provide its standard warranty, which includes 12-month workmanship warranty covering all workmanship.

d) **Performance Guarantee.** CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the TOWN any defect in workmanship or material appearing in the work; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the TOWN will relieve CONTRACTOR from its obligations to do and complete the work in accordance with this Agreement. If the TOWN deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the TOWN will make an equitable deduction from the contract price, or, in the alternative, the TOWN may seek damages.

CONTRACTOR shall provide a thirty (30) day warranty for leaks occurring within three (3) feet after the meter, as well as its standard warranty, which includes a 12-month workmanship warranty covering all workmanship.

6) **Termination.**

a) Termination at Will: This Agreement may be terminated by the TOWN in whole or in part at any time without cause by the TOWN giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

b) Termination for Cause: This Agreement may be terminated by either party for cause by the TOWN or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7) **Project management.**

a) The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.

(1) TOWN's Project Manager is: Mark Ashton, Utilities Manager

(2) CONTRACTOR's Project Manager is: Gary Hunter

8) **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

a) To TOWN: Fort Myers Beach Town Council, Attention: Town Manager, 6231 Estero Blvd, FORT MYERS BEACH, Florida 33931;

b) To CONTRACTOR: NATIONAL METERING SERVICES Attention: WILLIAM CAASTLE, President, 235 Hatteras Avenue Suite 200, Clemont, Florida 34711.

9) **Insurance.**

a) CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the TOWN from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement,

either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

b) The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
   i) Workers' Compensation (unless exempt) with Employers' Liability with a limit of $500,000.00 each accident, $500,000.00 each employee, $500,000.00 policy limit for disease.
   ii) Commercial General Liability (CGL) insurance with a limit of not less than $1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location and project in the amount of $1,000,000.00. Products and completed operations aggregate shall be $1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at $100,000.00.
   iii) Commercial Automobile Liability Insurance with a limit of not less than $1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
   iv) Fire damage liability shall be included at $500,000.00.

c) CONTRACTOR must furnish the TOWN with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The TOWN is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the TOWN before commencement of any work activities.

d) The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self–insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

10) **General Provisions.** CONTRACTOR must comply with the following general provisions:

a) **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the TOWN, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the TOWN to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the TOWN. The TOWN will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the TOWN.

b) **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c) **Personal nature of Agreement; Assignment.**

i) The parties acknowledge that the TOWN places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal, and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the TOWN.

ii) If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the TOWN Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d) **Discrimination.**

i) CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.

ii) CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e) **Independent contractor.**

i) CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the TOWN. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the TOWN. None of the benefits, if any,

provided by the TOWN to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the TOWN to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the TOWN and is subject to the TOWN's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The TOWN will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

ii) CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

iii) CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f) **Indemnification.**

i) CONTRACTOR must indemnify and hold the TOWN harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the TOWN, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR’s performance under this Agreement or by any person on CONTRACTOR’s behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property as a result of the contractors acts or omissions. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR’s agents, employees, and subcontractors). CONTRACTOR must further indemnify the TOWN against any claim that any product purchased or licensed by the TOWN from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the TOWN by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR’s execution of this Agreement. CONTRACTOR’s obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all

other legal remedies available to the TOWN and not considered to be the TOWN's exclusive remedy.

ii) In the event that any claim in writing is asserted by a third party which may entitle the TOWN to indemnification, the TOWN must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the TOWN decides to participate in the proceeding or defense, the TOWN will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii) The indemnification provisions of this paragraph will survive the termination of this Agreement.

g) **Sovereign Immunity**. Nothing in this Agreement extends, or will be construed to extend, the TOWN's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the TOWN to be sued by third parties in any matter arising out of this Agreement.

h) **Public records.**

i) CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

(1) Keep and maintain public records required by the TOWN to perform the service.

(2) Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the TOWN.

(4) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

ii) "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

iii) If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.

iv) CONTRACTOR consents to the TOWN's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by TOWN.

v) CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the TOWN.

vi) **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 PUBLIC RECORDS, TOWN CLERK, AT (239) 765-0202, FMBPUBLICRECORDS@FMB.GOV; MAILING ADDRESS: 6231 ESTERO BLVD, FORT MYERS BEACH, FLORIDA 33931.**

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

j) **Non-Appropriation.** Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the

Agreement at fiscal year-end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.

k) **Federal or State Funding**. If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the TOWN's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

i) E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.

ii) Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.

iii) Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the TOWN, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all 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 CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the TOWN's sovereign immunity.

iv) Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

v) Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida.

CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the TOWN and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The TOWN and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any po1icy or coverage described herein. The TOWN's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the TOWN or the State of Florida may have.

vi) Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the TOWN's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described herein and in the bid documents.

vii) Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

l) **Federal Funding Requirements.** All or a portion of the funding for this project may be derived from federal funding, which requires that certain terms be incorporated into agreements funded thereby. This Agreement is subject to, and CONTRACTOR shall comply with, the provisions and terms set forth in **Exhibit D** ("Federal Supplemental Conditions") attached hereto and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in **Exhibit D** will be resolved in favor of **Exhibit D**.

m) **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services

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

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

automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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

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

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

r) **No Coercion for Labor or Services.** CONTRACTOR swears under penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined as follows:
   i) "Coercion" means:
      (1) Using or threatening to use physical force against any person;
      (2) Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
      (3) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
      (4) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
      (5) Causing or threatening to cause financial harm to any person;
      (6) Enticing or luring any person by fraud or deceit; or
      (7) Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

11) **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

a) **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

b) **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized TOWN representatives.

c) **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

d) **Severability**. If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

e) **Construction**. If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

f) **Headings**. All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.

g) **Waiver**. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the TOWN's rights under this Agreement, or of any cause of action the TOWN may have arising out of the performance of this Agreement.

h) **Force Majeure**. Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance

by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

i) **Law; Venue.** This Agreement is being executed in Lee County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Lee County, Florida.

12) **Special Provisions.**

a. This Agreement is a non-exclusive contract; the TOWN is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., CONTRACTOR declares that CONTRACTOR has read the foregoing Section 10(r) above and that the facts stated in it are true.

TOWN OF FORT MYERS BEACH

WB McKannay

William B. McKannay, Town Manager

ATTEST:

Amy Baker (Oct 20, 2025 16:01:09 EDT)

Amy Baker, Town Clerk

APPROVED AS TO FORM

Vose Law Firm, Town Attorney

NATIONAL METERING SERVICES,
a Florida Corporation

by _____
WILLIAM CASTLE as its President and authorized agent

(CORPORATE SEAL)

ATTEST: _____
Secretary

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of October, 2025, by WILLIAM CASTLE, President of **NATIONAL METERING SERVICES**, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced_____as identification.

_____
Signature of Notary Public - State of Florida

Sheryl Cotter
_____
Printed/Typed/Stamped Name of Notary
My commission expires
Apr. 23, 2028

SHERYL COTTER
MY COMMISSION EXPIRES APR 23, 2028
#HH519296
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

WATER METER REPLACEMENT PROJECT
TECHNICAL SPECIFICATIONS

TS-1.0 Scope of Work

The Town of Fort Myers Beach (the "Town") plans to replace and standardize all water meters to a Single Meter Encoder-Receiver-Transmitter (RT) combination. The combination meter will allow the Town to collect meter readings remotely and upload the data through the Advanced Metering Infrastructure (AMI) system. The AMI System will improve accuracy and efficiencies in the water meter readings collections, health monitoring and leak detection.

The Bidder is expected to purchase materials and equipment for approximately 3,000 water meters and complete the installation for the residential properties. Bidder is also required to purchase and inventory the materials and equipment.

The requirements for the Water Meter Replacement project also includes, but is not limited to, the repairing or replacing of the water meter box, removal of existing water meters and boxes, maintenance of traffic, trench/roadway restoration, site restoration, and all the other appurtenances necessary to complete the project. The Town currently uses two sizes of meters: 5/8 inches and 1 inch

Exception: If the meter currently has a meter box with an antenna installed, the meter will not be replaced, no further action is required.

During the course of the project, Bidder will be required to work and coordinate with multiple departments within the Town to ensure a smooth process and accuracy in reporting and documentation.

- Coordination with the Customer Service Department is critical to ensure that sectors of the Town (cycle route) are not being read or billed at the same time as meter exchanges.
- Coordination with the Water Department is needed in the process of receiving a snapshot of all water meters in the Town.

TS-2.0 Work Plan

Prior to commencement of Work the Contractor must understand the additional requirements besides the replacement of the water meter for the project:

- As needed, repair or replace curb stops.
  - Repair or replacement is to the resident's connection.
- Requirement – meter couplings required (spuds) on both sides of the new meter.
- If needed – replace the water meter box

TS-2.1 Reports

The Contractor shall maintain a record of the meter replacements through the meter exchange tickets. The Contractor shall take a photograph for the Town of each existing meter and new meter once the meter has been replaced to verify replacement has occurred.

- Serial Number
- Meter Size
- Location Address

TS-2.2 Meetings/Communication

During the project, Contractor will be required to meet, work and coordinate with multiple departments with the Town to ensure smooth transition and accuracy in reporting and documentation.

- Utilities Customer Service Department – Coordinate efforts to ensure sectors of the Town (cycle

routes) are not being read or billed at the same time of the meter exchange.
- Water Department – Coordinate if needed to receive a snapshot of the water meter.

TS-3.0 Time of Operations

The Contractor is allowed to conduct work activities during daylight hours Monday through Friday, excluding weekends and Holidays, at the Contractor's discretion, provided that the Contractor complies with all applicable labor laws. The Contractor may request in writing with minimum 5-day notice to the Town to conduct work on weekends. The Town will review each request individually.

TS-3.1 Timeline

Project duration for completion is one (1) year from the time the contract is fully executed.

TS-3.2 Testing

Performance tests and checks are required for each meter and is the Contractors responsibility. The Town will assign a representative to periodically inspect the meters, appurtenances and site restoration.

TS-3.3 Repairs

The Contractor will have 24 hours to repair any and all leaks from the time the Contractor is notified by the Town's representative.

TS-4.0 Disposal of Old Meters

All used meters are to be returned to the Town Hall, Utilities Department. The used meters must be tagged with the residential address that equipment was removed from.

TS-5.0 Warranty

The Contractor shall provide the full manufacturer warranty. In addition, the Contractor shall provide an installation warranty covering workmanship and labor for a period of three (3) months.

The Contractor will repair the leaks and related damages to the residential property at no cost to the Town.

TS-6.0 Contractors Responsibility

The Contractor also accepts sole responsibility for any damage to any person and or property resulting from their performance of the work, whether based on negligence or any other equitable claim.

TS-6.1 Noise

The Contractor shall conduct their operations to comply with all Federal, State, and local laws pertaining to noise. The Contractor shall use a decibel meter and keep records as necessary to verify the Work is being conducted accordingly.

TS-7.0 General

The Contractor shall purchase the materials and equipment required for the Project as well as be responsible for storing and inventory. Table 1 presents the required Brand Specific materials and equipment. No deviations to Table 1 are allowed.

All used meters are to be returned to the Town Hall, Utilities Department. The used meters must be tagged with the residential address that equipment was removed from.

Proposed Water Meter Replacement Materials

Size	Brand Specific	Model	Approx Number of Units
5/8 Inch	Neptune Technology Group	Mach 10 – EU1B2G1 (5/8x3/4 Mach 10 R900i v4 Gallons)	2,500
1 Inch	Neptune Technology Group	Mach 10 – EU1F2G1 (1" Mach 10 R900i v4 Gallons)	250
Antenna	Neptune Technology Group		3,000
5/8 Inch Curb Stop	Ford	B43-342W-NL (3/4" Ball Valve, Pad Wing – No Lead 1" CTS Pack Joint by 5/8"x3/4" & ¾" Meter Swivel Nut) or approved equivalent	As Needed up to 1,000 Unites
1 Inch Curb Stop	Ford	B43-444W-NL (1" Ball Valve, Pad Wing – No Lead 1" CTS Pack Joint by 1" Meter Swivel Nut) or approved equivalent	As Needed up to 150 Unites
5/8 Inch Straight Meter Coupling	Ford	C38-23-2-NL (2" Length) or approved equivalent	As Needed
1 Inch Straight Meter Coupling	Ford	C38-44-2-NL (2" Length) or approved equivalent	As Needed up to 150 unites
Meter Box	Quazite	CDR Box 11"x18"x12" Straight Wall or approved equivalent	As Needed
Meter Lid	Quazite	CDR Cover 11"x18"x12" w/ 4"x6" CIR5t or approved equivalent	As Needed

TS-8.0 Post-Work Cleanup or Obliteration

The Contractor shall obliterate all signs of Work areas, waste materials, or any other vestiges of construction as directed by Town and Engineer.

TS-8.1 Disposal

Disposal of any materials, waste, trash, garbage, etc., in areas adjacent to streams or other waters of the State shall not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to its original condition before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as directed by the Town, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to re-establish vegetation

Water Meter Replacement Project Bid Sheet					
Size	**Brand Specific**	**Model**	**Approx Number of Units**	**Unit Price**	**Extended Price**
5/8 Inch	Neptune Technology Group	Mach 10 – EU1B2G1 (5/8x3/4 Mach 10 R900i v4 Gallons)	2,500	$454.80	$1,137,000.00
1 Inch	Neptune Technology Group	Mach 10 – EU1F2G1 (1" Mach 10 R900i v4 Gallons)	250	$599.35	$149,837.50
Antenna	Neptune Technology Group		3,000	$41.00	$123,000.00
5/8 Inch Curb Stop	Ford	B43-342W-NL (3/4" Ball Valve, Pad Wing – No Lead 1" CTS Pack Joint by 5/8"x3/4" & ¾" Meter Swivel Nut) or approved equivalent	As Needed up to 1,000 Unites	$176.93	$176,930.00
1 Inch Curb Stop	Ford	B43-444W-NL (1" Ball Valve, Pad Wing – No Lead 1" CTS Pack Joint by 1" Meter Swivel Nut) or approved equivalent	As Needed up to 150 Unites	$218.12	$32,718.00
5/8 Inch Straight Meter Coupling	Ford	C38-23-2-NL (2" Length) or approved equivalent	As Needed	$26.34	$26.34
1 Inch Straight Meter Coupling	Ford	C38-44-2-NL (2" Length) or approved equivalent	As Needed up to 150 unites	$33.45	$33.45
Meter Box	Quazite	CDR Box 11"x18"x12" Straight Wall or approved equivalent	As Needed	$175.95	$175.95
Meter Lid	Quazite	CDR Cover 11"x18"x12" w/ 4"x6" CIR5t or approved equivalent	As Needed	$69.48	$69.48
				Base Bid Total	$1,619,790.72

Name of Bidder: National Metering Services, Inc.

Total Base Price: $1,619,790.72

CONTRACT PROVISIONS FOR FDEP FUNDED AGREEMENTS

The Project is being funded by the State of Florida Department of Environmental Protection ("FDEP") through FDEP Standard Grant Agreement No. 23LE1 ("FDEP Grant Agreement") with the Town of Fort Myers Beach, which requires that certain terms be incorporated into agreements funded thereby. These requirements are in addition to, and do not modify or reduce, any other requirement or obligation in the Agreement.

1. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor represents that in entering into the Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months. If the Contractor is placed on the convicted vendor list during the term of this Agreement, the Contractor shall immediately notify the Town and shall be cause for unilateral cancellation of the Agreement.

2. Discriminatory Vendors. Pursuant to Section 287.134(3)(a), Florida Statutes: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor represents that in entering into the Agreement, the Contractor has not been placed on the discriminatory vendor list within the last 36 months. If the Contractor is placed on the discriminatory vendor list during the term of this Agreement, the Contractor shall immediately notify the Town and shall be cause for unilateral cancellation of the Agreement.

3. Antitrust Violator Vendors. Pursuant to Section 287.137(3)(a), Florida Statutes: A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity. Contractor represents that in entering into the Agreement, the Contractor has not been placed on the antitrust violator vendor list within the last 36 months. If the Contractor is placed on the antitrust violator vendor list during the term of this Agreement, the Contractor shall immediately notify the Town and shall be cause for unilateral cancellation of the Agreement.

4. Compliance with FDEP Security and Safety Requirements and Processes. Contractor and its employees, agents, and subcontractors shall comply with any security and safety requirements and processes, if provided by FDEP, for work done at the Project location.

5. Contractual Costs. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapter 274, F.S., and Chapter 69I-73, F.A.C. Contractor shall be responsible for maintaining appropriate property records for this Agreement and any subcontracts that include the purchase of equipment as part of the delivery of services. Contractor shall comply with this requirement and ensure that this requirement is imposed upon any subcontractors under this Agreement in writing.

6. Statutory Notices Relating to Unauthorized Employment and Subcontracts. FDEP considers the employment by Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement. Contractor shall include this provision in all contracts issued as a result of the Agreement.

7. Compliance with Federal, State and Local Laws. Contractor and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of FDEP and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. Contractor shall include this provision in all contracts issued as a result of the Agreement.

8. Record Keeping. Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. Contractor shall grant the FDEP, the State of Florida, or their authorized representatives access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. Contractor shall similarly require each of its subcontractors to maintain and allow access to such records for audit purposes.

9. Compliance with Section 20.055, Florida Statutes. the CONTRACTOR 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. CONTRACTOR will comply with this duty and impose this requirement, in writing, on its subcontractors.

10. No Third-Party Rights in FDEP Grant Agreement. Contractor is advised that the FDEP Grant Agreement does not create any third-party rights, and no third parties shall rely upon any of the rights and obligations created under the FDEP Grant Agreement.

11. Insurance Requirements. At all times during the Agreement the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and minimum limits described below. Contractor understands and agrees that funds for the Project are conditioned upon their compliance with the insurance requirements of the Agreement. Failure to maintain the minimum insurance required herein shall be grounds for immediate termination of the Agreement. Contractor must provide proof of insurance upon request. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Contractor may provide coverage through a self-insurance program established and operating under the laws of Florida. The minimum insurance requirements applicable to this Agreement are set forth

below. However, if any other provision of the Agreement or bid documents requires insurance coverage in greater amounts or of broader scope, the greater requirements shall apply.

a. Commercial General Liability Insurance. The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The "State of Florida Department of Environmental Protection, its employees and officers" shall be named as an additional insured on any general liability policies. The minimum limits shall be $ 250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance. If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The "State of Florida Department of Environmental Protection, its employees and officers" shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows: 200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable 200,000/300,000 Hired and Non-owned Automobile Liability Coverage.

c. Workers' Compensation and Employer' s Liability Coverage. The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

13. Incorporation into Subcontracts. Contractor shall provide its subcontractors with a copy of this Exhibit, and the Contractor's obligations hereof shall be incorporated into each of Contractor's contracts with its subcontractor as obligations of the subcontractor. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth herein.

EXHIBIT D – FEDERAL SUPPLEMENTAL CONDITIONS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally- Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions

of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.**Prohibition on Covered Telecommunications Equipment or Services**
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Contractors must sign and submit a certification to the Town with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1
"Further Compliance with the Contract Work Hours and Safety Standards Act.

(2) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(3) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

(4) **CONSTRUCTION ACTIVITIES**

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

FEDERAL CONTRACT PROVISIONS AND

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
BEACH MANAGEMENT FUNDING ASSITANCE PROGRAM

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: Project Monitoring (floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(I7)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant**. The Town's engineering

FEDERAL CONTRACT PROVISIONS AND

consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(l), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.

ii. TheTown shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. **Discriminatory Vendors**. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. **Notification**. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

National Metering Services, Inc.

By: John Castle
Signature

John Castle, General Manager
Name and Title

235 Hatteras Ave
Street Address

Clermont, FL, 34711
City, State, Zip

22-3392696
UEI Unique Entity Identifier (for SAM.gov verification)

10/14/2025
Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH

ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FED NUMBER	CONTRACT DOLLAR AMOUNT
National Metering Services, Inc.	22-3392696	$1,619,790.72

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?

VETERAN Y (N)
DBE? Y (N)
MBE? Y (N)
WBE? Y (N)
SDB 8A? Y (N)

IS THE ACTIVITY OF THIS CONTRACT...

CONSTRUCTION ? (Y) N
CONSULTATION? Y (N)
OTHER? Y (N/A)

IS THIS SUBMISSION A REVISION? Y (N) IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
John Castle	10/14/2025	General Manager
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
jcastle@nmsnj.com	201-456-0218	201-246-1831

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other not of any other group listed	O

D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH

DEPARTMENT NAME	FMB CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

Agreement Number: D1502

STATE-FUNDED LAP GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Town of Fort Myers Beach**, Florida (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Berenice Hernandez Avila
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4206
Email: Berenice.Hernandez@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Cheri Russ
2525 Estero Boulevard
Fort Myers Beach, FL 33931
Telephone: 239-765-0202
Email: cheri.russ@fmbgov.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **March 31, 2026** unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a one-time grant Agreement, subject to the availability of legislatively appropriated funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will grant funds to the Recipient only for allowable costs that will be incurred by the Recipient in the successful completion of each deliverable or for loss of revenue.

d. The Division will review any request for grant funding by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. All funds shall be placed in an interest-bearing account and the interest shall be returned to the Division quarterly until the completion of all deliverables. The interest shall be returned to the Division's General Revenue Fund.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed

under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com
OR
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments or FEMA Public Assistance funds until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall obtain engineering inspection reports for any new construction or installation. The Recipient shall furnish the reports to the Division within fifteen (15) days of receipt of the completed report.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make

payments or partial payments, if applicable, after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes..

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Proposed Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Warranties and Representations
Attachment E – Certification Regarding Debarment
Attachment F – Foreign Country of Concern Affidavit

(19) PAYMENTS

a. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

b. If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), Florida Statutes, the Division may issue payment of submitted invoices for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. The Recipient may elect in writing to exercise this provision as long as the Recipient is a county or municipality which is a rural community or rural area of opportunity, as defined in section 288.0656(2), Florida Statutes, and demonstrates financial hardship. A county or municipality located within a financially constrained county, as defined in section 288.67(1), Florida Statutes, is deemed to have demonstrated a financial hardship for the purposes of this provision.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of completion of the last deliverable.

(20) REPAYMENTS

All refunds, repayments, or interest due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment E) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Use of grant funds for travel is not authorized.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations that will be incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

t. The Recipient shall attest in Attachment F of this agreement, it is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern pursuant to Section 287.138, Florida Statutes.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked

work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: Town of Fort Myers Beach, Florida

By: Dan Allers

Name and Title: Dan Allers Mayor

Date: 1/31/2024

FID# 65-0632342

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Ian Guidicelli

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief, as Authorized Representative.**

Date: 3/5/2024

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO S SB 2500 (2023), ITEM 2676A:

State Project -

State awarding agency **Florida Division of Emergency Management**

Amount of State Funding: **$350,000,000**

2676A LUMP SUM
HURRICANE RECOVERY GRANT PROGRAM
FROM GENERAL REVENUE FUND 350,000,000

Funds in Specific Appropriation 2676A are provided for hurricane repair and recovery related to projects within counties designated in the Federal Emergency Management Agency disaster declarations for Hurricanes Ian and Nicole. The Executive Office of the Governor, Division of Emergency Management is authorized to request budget amendments up to $350,000,000 requesting release of funds pursuant to chapter 216, Florida Statutes, to provide resources to fund gaps in: mitigation of local and county revenue losses and operating deficits; infrastructure repair and replacement, including road, sewer, and water facilities; beach renourishment; and debris removal. The division is authorized to approve requests for resources by local governments, independent special districts, and school boards, including charter schools. A local government may submit a request for resources to administer infrastructure repair or beach renourishment grants within the jurisdiction of the local government, provided that the grant program requires matching funds by grantees of at least 50 percent of project costs. Requests for the release of funds shall include certification that includes, but is not limited to:

1. That funding requested by the local government, independent special district, and school board, including a charter school, is necessary to maintain services or infrastructure essential to support health, safety, and welfare functions, and to reimburse the local government, independent special district, school board, or charter school for unanticipated expenses related to responding to Hurricane Ian or Nicole or for the loss of revenues related to the impact of Hurricane Ian or Nicole.

2. That insufficient state funds, federal funds, private funds, or insurance proceeds are available and that should sufficient funds subsequently become available to meet the need of the original budget amendment, the local government or entity has agreed to reimburse the state in the amount of such funds subsequently received.

The division shall coordinate with other state agencies and the local government or entity to ensure there is no duplication of benefits between these funds and other funding sources such as insurance proceeds and any other federal or state programs, including Public Assistance requests to the Federal Emergency Management Agency and Community Development Block Grant Disaster Recovery grants. Requests approved by the division for funding that are for projects ineligible for any other funding sources, whether federal or state programs, may be provided as grants. Requests approved by the division for funding that are for projects that are eligible for other funding sources shall be provided as loans which shall be repaid up to the amount of funds subsequently received. Any funds reimbursed to the state shall be deposited in the General Revenue Fund.

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ATTACHMENT A

Proposed Budget and Scope of Work

I. PROPOSED BUDGET

Project	Anticipated Expenditure Amount
Beach Renourishment	$8,000,000.00
Legislative Appropriation Funds	$8,000,000.00
Total Expenditures	$8,000,000.00

II. BACKGROUND

As documented by the Hurricane Ian and Nicole Grant Recovery Program, $350 million dollars were appropriated to help local governments mitigate local and county revenue losses and operating deficits; make infrastructure repairs and replacements including road and sewer and water facilities; conduct beach nourishment; and complete debris removal. Funding can be requested by local governments, independent special districts, and school boards, including charter schools.

The Town of Fort Myers Beach sustained significant damage to their beaches due to major Hurricane Ian. The Town of Fort Myers Beach is awarded a one-time advance payment of $8,000,000 for their Beach Renourishment Project excluding Cat-G project areas. They will place and grade beach compatible sand along the central and south segments of Estero Island which was lost due to major Hurricane Ian.

Below is the project that will be funded under this funding agreement:

Beach Renourishment:
The Town of Fort Myers Beach seeks to contract with a qualified contractor to purchase, transport, place, and grade beach compatible sand along segments of Estero Island, Fort Myers Beach, FL. The Town of Fort Myers Beach will contract professional services for the design, engineering, monitoring, environmental and willing costs associated with the beach renourishment. Funds will be used to dredge sand to place on beach for beach restoration for damage caused by major Hurricane Ian. Additionally, a dune will be built along the central and south segments of Estero Island where the FEMA Cat-B project Emergency Berm was created from 182S-210. The Town also experienced additional sand loss due to major Hurricane Ian along Estero Island, the mitigation work consists of filling in scour holes and filling in beach public access areas that got eroded out. Cat-G project areas will not be funded under this agreement.

III. SCOPE OF WORK

A. Funds have been allocated to the Recipient for the Beach Renourishment Project on Estero Island, Florida. Funds shall be utilized in accordance with all local, state, and federal regulations.

B. Eligible costs include all eligible costs under State Department of Environmental Protection Agreement Number 23LE4 excluding Cat-G project areas. Eligible costs include engineering reports, permitting, inspections, required environmental studies, design and construction costs for beach management, the creation of sand dunes, filling scours, and dredging along Estero Island.

C. The project's measurable outcome is Estero Island Beach Restoration to satisfy Florida Department of Environmental Protection Agreement Number 23LE4 excluding Cat-G project areas.

D. The Recipient shall provide an initial timeline. Table SW-1, "Initial Timeline and Estimated Allocation Schedule" or other similar instrument as approved by the Division may be used.

IV. TASK PRODUCTS

A. Per Scope-of-Work Item III.D, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity. Table SW-1 may be used to meet this deliverable.

B. The Recipient shall provide the Division with copies of before photographs to document site conditions, site work progress, and completed site work.

C. The Recipient shall provide the Division with the procurement documents, if the Recipient went out to bid for the projects listed and receipts for all purchases.

D. The Recipient shall provide the Division with copies of pertinent site work regulatory reviews and permits for all projects under this agreement.

E. The Recipient shall provide the Division with copies of all task products submitted to the Florida Department of Environmental Protection Agreement Number 23LE4.

F. The Recipient shall provide the Division with copies of bid-ready construction documents and specifications for review and comment by the Division as applicable for all projects under this agreement. The site work documents shall be signed by the applicable registered or licensed design professional(s) of record.

G. The Recipient shall provide the Division with copies of as-built documents for review by the Division as applicable for all projects under this agreement. The site work documents shall be signed by the applicable registered or licensed design professional(s) of record.

H. The Recipient shall provide a completion report. The completion report shall demonstrate that the project meets the requirements for the projects.

V. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VI. SCHEDULE OF WORK

A. No later than 30 days after the agreement's execution date, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

B. By April 30, 2024, and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for work accomplished in accordance with the Division approved cost allocation table referenced in Task Product IV.A.

C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through F for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By March 31, 2026, the Recipient shall provide a copy of the certificate of occupancy or completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specification of design, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Allocation Schedule

Project Name(s):
Beach Renourishment

PROJECT PHASE	Start Date	End Date	LAP Funds (FY 2023-2024)
Board Contract Approval			
Architectural & Engineering Services Firm Selection			
Site Survey and Soil Testing			
Spatial Needs Assessment			
Preliminary Design, 100% complete			
Permits			
Regulatory Review			
Bid Document(s) Development & Award			
Notice to Proceed/Mobilization			
Construction Project Management & Special Inspections			
Construction 25% Complete			
Construction 50% Complete			
Construction 100% Complete			
Sub-Totals		$8,000,000	
TOTAL Estimated Project Cost			

A/E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year

Attachment B
Program Statutes and Regulations

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475, Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Requirements for Roofs and Opening Protection
SB 2500 (2023), ITEM 2676A	Requirements for Hurricane Recovery Grant Program

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or

structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(1) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-I, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(£), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect

a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHP A, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____
_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

EXHIBIT E – STATE FUNDED LAP GRANT AGREEMENT (No. D1502)

Attachment E

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, National Metering Services Inc, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

National Metering Services Inc

By: _____
Signature

NATIONAL METERING SERVICES INC
Recipient's Name

William Castle President
Name and Title

_____
DEM Contract Number

235 Hatteras Ave Suite 200
Street Address

ITB-25-05 -PW
Project Number

Clermont FL 34711
City, State, Zip

9/15/2025
Date

30

EXHIBIT E – STATE FUNDED LAP GRANT AGREEMENT (No. D1502)

ATTACHMENT F
FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[1] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[2] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[3] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Recipient, I hereby attest that the company identified below in the section entitled "Recipient" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Recipient Name: NATIONAL MORTGAGE SERVICES INC.

Recipient FEIN: 22-3392696

Recipient's Authorized Representative Name and Title: William Castle President

Address: 235 HATTERAS AVE SUITE 200

City: Clermont State: FL Zip: 34711

Phone Number: 201-625-2850

Email Address: WCASTLE@NMSNJ.COM

Certified By:

AUTHORIZED SIGNATURE

Print Name and Title: William Castle PRESIDENT

Date: 9/15/2025

[1] As defined in Section 287.138 (1)(d), Florida Statutes.
[2] As defined in Section 287.138 (1)(c), Florida Statutes.
[3] As defined in Section 287.138 (1)(a), Florida Statutes.

EXHIBIT A

FIRST AMENDMENT TO THE INDEPENDENT CONTRACTORS' AGREEMENT WITH NATIONAL METERING SERVICE

THIS FIRST AMENDMENT is made and entered into this 3rd day of November 2025, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the "Town", and NATIONAL METERING SERVICE, hereinafter referred to as "Contractor", to that certain existing Independent Contractors Agreement, dated October 14, 2025 ("Agreement") for Water Meter Replacement Program as approved by the Town Council of the Town of Fort Myers Beach on August 19, 2025.

WITNESSETH:

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 services provided by Contractor under the Agreement will be to replace all 5/8- and 1-inch meters from Radio frequency ("RF") meters to the Cellular ("Cell") metering system in the Town's distribution system, necessitating the need to amend the original contract price and scope of meter type of $1,619,790 to $1,823,952 as provided in Attachment A to this First Amendment; and

WHEREAS, the Town became aware of the local availability of advanced meter reading technology after the approval of Resolution 25-235 on August 4, 2025; and

WHEREAS, the change from a RF model to a Cell model will assure 100% coverage of the Town's jurisdiction for distribution monitoring, meter reading, and customer interface by eliminating all fixed antennas previously proposed; and

WHEREAS, National Metering Service has provided updated meter costs for both 5/8- and 1-inch meters and their meter antennas to make the Town's meters compatible with the AMI Cellular Meter Reading and Monitoring System utilizing the Cell model from their bid proposal for consideration; and

WHEREAS, the change from a Radio Frequency ("RF") model to a Cellular ("Cell") model quote will increase the not to exceed approved project cost by $204,162 for a total of $1,823,952.00; and

WHEREAS, the change from a RF model to a Cell model will assure continuous uninterrupted monitoring of the water distribution system under normal operations in addition to emergency situations (hurricanes) and further provides the residents and business owners a reliable, safe, and efficient meter and distribution monitoring system.

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

1. Amendment. This First Amendment amends and supplements the existing Agreement between the parties. In the event of a conflict between the terms and conditions contained in the Agreement and this First Amendment, the terms of this Amendment shall prevail. Attachment A to this First Amendment provides for the modifications to the scope and pricing originally provided within the Agreement in its Exhibits "A" and "B" to reflect the change from a RF model to a Cell model and its associated costs.

2. Available Funding. The Agreement is amended to provide that total payment for the cellular metering system shall not exceed $1,823,952 in FY 2025 and FY 2026 as provided in Attachment A to this First Amendment, and replaces the total costs originally provided in Exhibit "B" and any further references to Exhibit "B" within the Agreement.

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

Contractor: John Castle

Print Name: John Castle, General Manager

Company: National Metering Service

ATTEST:

Amy Baker (Jan 26, 2026 16:41:51 EST)

Amy Baker, Town Clerk

Town of Fort Myers Beach

Dan Allers (Jan 26, 2026 16:38:32 EST)

Dan Allers, Mayor

APPROVED AS TO FORM & SUFFICIENCY

Nan[illegible]patch (Jan 26, 2026 10:59:49 EST)

Vose Law Firm, Town Attorney

WATER METER REPLACEMENT PROJECT
TECHNICAL SPECIFICATIONS

TS-1.0 Scope of Work
The Town of Fort Myers Beach (the "Town") plans to replace and standardize all water meters to a Single Meter Encoder-Receiver-Transmitter (RT) combination. The combination meter will allow the Town to collect meter readings remotely and upload the data through the Advanced Metering Infrastructure (AMI) system. The AMI System will improve accuracy and efficiencies in the water meter readings collections, health monitoring and leak detection.

The Bidder is expected to purchase materials and equipment for approximately 3,000 water meters and complete the installation for the residential properties. Bidder is also required to purchase and inventory the materials and equipment.

The requirements for the Water Meter Replacement project also includes, but is not limited to, the repairing or replacing of the water meter box, removal of existing water meters and boxes, maintenance of traffic, trench/roadway restoration, site restoration, and all the other appurtenances necessary to complete the project. The Town currently uses two sizes of meters: 5/8 inches and 1 inch

Exception: If the meter currently has a meter box with an antenna installed, the meter will not be replaced, no further action is required.

During the course of the project, Bidder will be required to work and coordinate with multiple departments within the Town to ensure a smooth process and accuracy in reporting and documentation.

- Coordination with the Customer Service Department is critical to ensure that sectors of the Town (cycle route) are not being read or billed at the same time as meter exchanges.
- Coordination with the Water Department is needed in the process of receiving a snapshot of all water meters in the Town.

TS-2.0 Work Plan
Prior to commencement of Work the Contractor must understand the additional requirements besides the replacement of the water meter for the project:

- As needed, repair or replace curb stops.
  - Repair or replacement is to the resident's connection.
- Requirement – meter couplings required (spuds) on both sides of the new meter.
- If needed – replace the water meter box

TS-2.1 Reports
The Contractor shall maintain a record of the meter replacements through the meter exchange tickets. The Contractor shall take a photograph for the Town of each existing meter and new meter once the meter has been replaced to verify replacement has occurred.

- Serial Number
- Meter Size
- Location Address

TS-2.2 Meetings/Communication
During the project, Contractor will be required to meet, work and coordinate with multiple departments with the Town to ensure smooth transition and accuracy in reporting and documentation.

- Utilities Customer Service Department – Coordinate efforts to ensure sectors of the Town (cycle

routes) are not being read or billed at the same time of the meter exchange.
- Water Department – Coordinate if needed to receive a snapshot of the water meter.

TS-3.0 Time of Operations

The Contractor is allowed to conduct work activities during daylight hours Monday through Friday, excluding weekends and Holidays, at the Contractor's discretion, provided that the Contractor complies with all applicable labor laws. The Contractor may request in writing with minimum 5-day notice to the Town to conduct work on weekends. The Town will review each request individually.

TS-3.1 Timeline

Project duration for completion is one (1) year from the time the contract is fully executed.

TS-3.2 Testing

Performance tests and checks are required for each meter and is the Contractors responsibility. The Town will assign a representative to periodically inspect the meters, appurtenances and site restoration.

TS-3.3 Repairs

The Contractor will have 24 hours to repair any and all leaks from the time the Contractor is notified by the Town's representative.

TS-4.0 Disposal of Old Meters

All used meters are to be returned to the Town Hall, Utilities Department. The used meters must be tagged with the residential address that equipment was removed from.

TS-5.0 Warranty

The Contractor shall provide the full manufacturer warranty. In addition, the Contractor shall provide an installation warranty covering workmanship and labor for a period of three (3) months.

The Contractor will repair the leaks and related damages to the residential property at no cost to the Town.

TS-6.0 Contractors Responsibility

The Contractor also accepts sole responsibility for any damage to any person and or property resulting from their performance of the work, whether based on negligence or any other equitable claim.

TS-6.1 Noise

The Contractor shall conduct their operations to comply with all Federal, State, and local laws pertaining to noise. The Contractor shall use a decibel meter and keep records as necessary to verify the Work is being conducted accordingly.

TS-7.0 General

The Contractor shall purchase the materials and equipment required for the Project as well as be responsible for storing and inventory. Table 1 presents the required Brand Specific materials and equipment. No deviations to Table 1 are allowed.

All used meters are to be returned to the Town Hall, Utilities Department. The used meters must be tagged with the residential address that equipment was removed from.

Proposed Water Meter Replacement Materials

Size	Brand Specific	Model	Approx Number of Units
5/8 Inch	Neptune Technology Group	Mach 10 – EU1B2G1 (5/8x3/4 Mach 10 R900i v4 Gallons)	2,500
1 Inch	Neptune Technology Group	Mach 10 – EU1F2G1 (1" Mach 10 R900i v4 Gallons)	250
Antenna	Neptune Technology Group		3,000
5/8 Inch Curb Stop	Ford	B43-342W-NL (3/4" Ball Valve, Pad Wing – No Lead 1" CTS Pack Joint by 5/8"x3/4" & ¾" Meter Swivel Nut) or approved equivalent	As Needed up to 1,000 Unites
1 Inch Curb Stop	Ford	B43-444W-NL (1" Ball Valve, Pad Wing – No Lead 1" CTS Pack Joint by 1" Meter Swivel Nut) or approved equivalent	As Needed up to 150 Unites
5/8 Inch Straight Meter Coupling	Ford	C38-23-2-NL (2" Length) or approved equivalent	As Needed
1 Inch Straight Meter Coupling	Ford	C38-44-2-NL (2" Length) or approved equivalent	As Needed up to 150 unites
Meter Box	Quazite	CDR Box 11"x18"x12" Straight Wall or approved equivalent	As Needed
Meter Lid	Quazite	CDR Cover 11"x18"x12" w/ 4"x6" CIR5t or approved equivalent	As Needed

TS-8.0 Post-Work Cleanup or Obliteration

The Contractor shall obliterate all signs of Work areas, waste materials, or any other vestiges of construction as directed by Town and Engineer.

TS-8.1 Disposal

Disposal of any materials, waste, trash, garbage, etc., in areas adjacent to streams or other waters of the State shall not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to its original condition before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as directed by the Town, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to re-establish vegetation

EXHIBIT B – PROJECT COST

Water Meter Replacement Project Bid Sheet					
Size	Brand Specific	Model	Approx Number of Units	Unit Price	Extended Price
5/8 Inch	Neptune Technology Group	Mach 10 – EU1B2G1 (5/8x3/4 Mach 10 R900i v4 Gallons)	2,500	$454.80	$1,137,000.00
1 Inch	Neptune Technology Group	Mach 10 – EU1F2G1 (1" Mach 10 R900i v4 Gallons)	250	$599.35	$149,837.50
Antenna	Neptune Technology Group		3,000	$41.00	$123,000.00
5/8 Inch Curb Stop	Ford	B43-342W-NL (3/4" Ball Valve, Pad Wing – No Lead 1" CTS Pack Joint by 5/8"x3/4" & ¾" Meter Swivel Nut) or approved equivalent	As Needed up to 1,000 Unites	$176.93	$176,930.00
1 Inch Curb Stop	Ford	B43-444W-NL (1" Ball Valve, Pad Wing – No Lead 1" CTS Pack Joint by 1" Meter Swivel Nut) or approved equivalent	As Needed up to 150 Unites	$218.12	$32,718.00
5/8 Inch Straight Meter Coupling	Ford	C38-23-2-NL (2" Length) or approved equivalent	As Needed	$26.34	$26.34
1 Inch Straight Meter Coupling	Ford	C38-44-2-NL (2" Length) or approved equivalent	As Needed up to 150 unites	$33.45	$33.45
Meter Box	Quazite	CDR Box 11"x18"x12" Straight Wall or approved equivalent	As Needed	$175.95	$175.95
Meter Lid	Quazite	CDR Cover 11"x18"x12" w/ 4"x6" CIR5t or approved equivalent	As Needed	$69.48	$69.48
				Base Bid Total	$1,619,790.72

Name of Bidder: National Metering Services, Inc.

Total Base Price: $1,619,790.72

First Amendment to National Meter Service ITB-25-05-PW Agreement

Final Audit Report 2026-01-26

Created:	2026-01-26
By:	Amy Baker (AMY@FMBGOV.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAII-KqU7Jj_sFZ9hADOVrr_klg6Q5qsol

"First Amendment to National Meter Service ITB-25-05-PW Agreement" History

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Document e-signed by Amy Baker (AMY@FMBGOV.COM)
Signature Date: 2026-01-26 - 9:41:51 PM GMT - Time Source: server

Agreement completed.
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Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-266**

1. **Request:**

Meeting Date: February 2, 2026

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANGIE BREWER & ASSOCIATES, LC FOR LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES FOR A THREE YEAR TERM WITH A START DATE RETROACTIVE TO DECEMBER 9, 2025 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; APPROVING SUPPLEMENTAL TASK AUTHORIZATION NO. 1 IN THE AMOUNT OF $359,990.00; AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT AND SUPPLEMENTAL TASK AUTHORIZATION NO. 1 AND TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Town staff does not have sufficient expertise or capacity to administer the State Revolving Fund loans and ensure compliance with all the associated regulations. Angie Brewer has such expertise, as well as familiarity with the Town's specific loans and projects. They have provided excellent service to the Town for the last 10 years.

What the action accomplishes:

This action will secure a three-year contract for grants administration with Angie Brewer related to the State Revolving Fund loans as well as other Water and Stormwater grants, plus the option to renew for two one-year additional terms.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Jeff Hauge, Community Services Director

5. **Background:**

Angie Brewer & Associates have been providing grant management services to the Town since July 19, 2017. They have specifically been administering the Town's State Revolving Fund (SRF) Loans for Water and Stormwater projects, including the applications, agreements, amendments, payroll monitoring required by Davis Bacon, thorough review of contractor invoices, preparation and submission of reimbursement requests, coordinating updates, and conducting monthly status meetings of all those involved. They have also administered grants related to water and stormwater improvements, and have been involved in coordination of benefits with FEMA.

More recently, the Town was able to enter into a contract with Angie Brewer by "piggybacking" on a contract with Collier County for a three-year term with two one-year extensions. The final extension expired December 9, 2025. We have an opportunity to renew the contract with Angie Brewer in the same way, by piggybacking on Collier County's new contract with Angie Brewer. We are able to satisfy the requirement for competitive selection by utilizing Collier County's procurement documentation as proof of competitive selection.

The Town's Tier 1 project is still underway, and the Town just authorized an additional $8 million extension of the SRF Stormwater Loan that will fund additional improvements. Given the ongoing utilization of SRF loan funding, the Town will continue to require grant administration services for the foreseeable future. Therefore, it is prudent to renew the contract with Angier Brewer so that utilization of their services on an as-needed basis may continue without interruption. (We will only be charged for the services they actually provide).

Attachments:

1. 26-022, Resolution - Angie Brewer Associates Contract Renewal
2. 26-022, Exhibit A - Agreement with Angie Brewer Associates
3. 26-022, Exhibit B - STA #1
4. 25-8379 Collier County Angie Brewer Contract
5. 25-8379 Collier County Notice of Recommended Award
6. 25-8379 Collier County Final Ranking of Proposals
7. 25-8379 Collier County Angie Brewer Proposal
8. 25-8379 Collier County Solicitation

Financial Impact:

The Supplemental Task Authorization would be for $359,990.00 for the first year. We will only be invoiced for the amount of services actually provided, to be funded by the Water and Stormwater Funds.

6. **Alternative Action**

The Town Council may reject the renewal of Angie Brewer's contract and ask that the Town issue a Request for Proposals for grant management services.

7. **Management Recommendations:**

Management recommends renewing Angie Brewer's contract since they were competitively procured by Collier County and since the Town is in need of grant management services for the SRF loans that will fund the ongoing water and stormwater projects.

8. **Recommended Approval:**

Joe Onzick, Finance Director	Created/Initiated - 1/20/2026
Jeff Hauge, Community Services Director	Approved - 1/21/2026
Joe Onzick, Finance Director	Approved - 1/23/2026
nancy stuparich, Town Attorney	Approved - 1/25/2026
Amy Baker, Town Clerk	Approved - 1/26/2026
William McKannay, Town Manager	Final Approval - 1/26/2026

RESOLUTION NO. 26-022

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANGIE BREWER & ASSOCIATES, LC FOR LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES FOR A THREE YEAR TERM WITH A START DATE RETROACTIVE TO DECEMBER 9, 2025 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; APPROVING SUPPLEMENTAL TASK AUTHORIZATION NO. 1 IN THE AMOUNT OF $359,990.00; AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT AND SUPPLEMENTAL TASK AUTHORIZATION NO. 1 AND TO 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" on agreements and contracts that have been competitively procured by other local governments; and

WHEREAS, the Town desires to "piggyback" on an existing agreement between Collier County and Angie Brewer & Associates, LC. ("Consultant"), whereby Consultant will provide the Town with professional consulting services ("Agreement") to assist with State Revolving Fund Loan and/or other grant or loan funding resources available to the Town; and

WHEREAS, approval of the agreement will allow for further approval of Supplemental Task Authorization No. 1 for continuation of contracted services for a not-to-exceed amount of $359,990.00; and

WHEREAS, approval of an Agreement and the related Supplemental Task Authorization No. 1 retroactive to December 9, 2025, is in the best interest of the residents of Fort Myers Beach as it will provide for the uninterrupted delivery of service.

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

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

Section 2. That the Agreement between the Town and Consultant for the provision of consulting services as attached and incorporated herein as Exhibit "A" and Supplemental Task

Authorization No. 1 retroactive to December 9, 2025 for a not-to-exceed amount of $359,990.00, attached as Exhibit "B" are approved.

Section 3. That the town manager is authorized to execute the Agreement and Supplemental Task Authorization No. 1 and to expend budgeted funds on behalf of the Town as needed.

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

Section 5. That this Resolution shall become effective retroactive to December 9, 2025, upon its adoption.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___

ADOPTED this 2nd day of February, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of February, 2026.

Exhibit A

PROFESSIONAL SERVICES AGREEMENT
WITH ANGIE BREWER &ASSOCIATES, LC
FOR LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES
COMPETITIVELY PROCURED BY COLLIER COUNTY, FLORIDA

THIS AGREEMENT is made and entered into this 2nd day of February, 2026, by and between the Town of Fort Myers Beach, Florida ("Town"), a Florida municipal corporation whose principal place of business is 6231 Estero Blvd., Fort Myers Beach, FL 33931, and Angie Brewer & Associates, LC, a Florida limited liability company authorized to do business in the State of Florida, ("Contractor"), whose principal place of business is 5620 Tara Blvd., STE 102, Bradenton, FL 34203, and whose federal tax identification number is 65-1073934 ("Contract" or "Agreement"). Town and Contractor may also be referred to collectively as the "Parties."

WHEREAS, Contractor and Collier County, Florida, have entered into a competitively procured contract known as Solicitation No.:25-8379 FIXED FEE PROFESSIONAL SERVICES AGREEMENT FOR LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES ("Collier County Contract") for a period of three years beginning December 9, 2025 and ending December 9, 2028 with the option of renewing for two additional one-year terms; and

WHEREAS, the Town's current contract with Angie Brewer & Associates, LC expired December 6, 2025 and therefore the Town is in need of loan and/or grant acquisition and compliance services for its State Revolving Fund ("SRF") loans; and

WHEREAS, the Town desires to renew an agreement with Angie Brewer & Associates, LC to provide loan and/or grant acquisition and compliance services for its SRF loans; and

WHEREAS, the Town Code of Ordinances allows for "piggybacking" on agreements and contracts that have been competitively procured by other local governments; and

WHEREAS, Contractor is willing to provide the service, subject to the terms and conditions of the Contract, with the specific modifications set forth herein; and

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

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

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

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

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

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

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

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

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

1. Incorporation of Collier County Contract. This Contract incorporates by reference, the Collier County Contract, which is attached as Exhibit "A," except as otherwise provided herein.

2. Scope of Services. During the term of this Contract, Contractor will provide all labor, supervision, equipment, materials, and expertise required to perform loan and/or grant acquisition and compliance services for the Town's SRF loans and any grants related to water and stormwater improvements.

3. Pricing. The Town will pay Contractor a sum not-to-exceed $359,990.00 in total for the first year of the contract for loan and/or grant acquisition and compliance services. This sum will be Contractor's sole compensation for the goods and services provided by Contractor under this Agreement.

4. Contract Term. The term of this Agreement begins on the date set forth above and ends on December 9, 2028 in accordance with the end date of the contract with Collier County, with the option of renewing for two additional one-year terms.

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

Joe Onzick
Town of Fort Myers Beach
6231 Estero Blvd.
Fort Myers Beach, FL 33931
jonzick@fmbgov.com

6. Modifications to Collier County Contract. Notwithstanding the incorporation of the Collier County Contract into this Agreement as referenced, the Parties hereby agree that all references in the Collier County Contract to terms such as "County" or "City" will be deemed to refer to the Town. In addition, all references in the Collier County Contract to specific officers/ departments/ divisions, or to specific locations (such as for delivery of goods/services, receipt of Contractor invoicing, etc.), if not specifically addressed in this Agreement, will be deemed to refer to the equivalent Town officers/departments/divisions, and Town locations, as hereafter designated by the Town's Designated Representative.

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

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

(e) Pursuant to Section 119.0701(2)(a), Florida Statute, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC**

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN HALL
6231 ESTERO BLVD.
FORT MYERS BEACH, FL 33931
(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM

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

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

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

11. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the

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

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

13. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth is Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest,

the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Florida Statutes: "In addition to any fine assessed under [Section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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

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

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

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

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

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

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

"Coercion" means:

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

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

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

A. None.

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

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

CONTRACTOR:

_____

Print Name: _____

Title: _____

Exhibit A

Company: _____

ATTEST: **TOWN OF FORT MYERS BEACH**

_____ _____

Amy Baker, Town Clerk William McKannay, Town Manager

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

_____

Vose Law Firm, Town Attorney

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION

_X_ Supplemental Task Authorization NO.: STA #1

CONTRACT/PROJECT NAME: 240-000-0117 Grant and Loan Services

CONSULTANT: Angie Brewer & Associates, LC PROJECT NO.: _____

SOLICIT NO.: _____ CONTRACT NO.: _____

REQUESTED BY: Joe Onzick DATE OF REQUEST: 12/09/2025

PURCHASE ORDER NUMBER: _____

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A"	SCOPE OF PROFESSIONAL SERVICE:	DATED: 12/09/2025
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: 12/09/2025
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: 12/09/2025
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: N/A

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

RECOMMENDED:

By: _____ By: _____
Department Director Date Contracts Manager Date

ACCEPTED: Angie Brewer & Associates, LC

By: _____ 12/09/2025
Consultant/Provider Date

TOWN APPROVAL:

By: _____ By: _____
Town Manager Date Town Attorney Date

Date to Proceed: _____ Cost of STA: $359,990.00

Completion Due Date: _____

Date: 12/09/2025

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

240-000-0117 Grant and Loan Services

Overview

STA NO. 1 : 240-000-0117 Grant and Loan Services

The following services will be provided by Angie Brewer & Associates, LC:

1: Program Coordination

Program Coordination – 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. This includes General Funding Services, SRF Loans, Federal and State Grants for specific projects for the Town's eligible activities. This currently includes Stormwater, Drinking Water and Wastewater improvement projects including Tier 1 and any other projects deemed by the Town to be in their best interests.

2: Funding Reconciliation

Funding Reconciliation – 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.

3: Processing

Pay Estimate(s) – The Consultant shall provide professional services to review and verify eligible costs per contractor pay estimate.

Engineering Invoice(s) – The Consultant shall provide professional services to review and verify eligible costs related to engineering.

FDEP Reimbursement Request(s) – 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.

Change Order(s) – 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.

4: Program Management

Program Management Meeting(s) – 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.

MBE/WBE Monitoring – 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.

Agency Monitoring Visit(s) – The Consultant shall prepare for and attend agency monitoring visits. The Consultant shall provide responses to any agency questions.

5: Davis-Bacon Compliance

Contractor Compliance Preparation – 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.

Provide Required Signage – 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.

Compliance Monitoring – 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.

Certified Payroll(s) – 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.

Coordination – 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.

6: American Iron and Steel (AIS) Compliance

Contractor Compliance Preparation – 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.

American Iron and Steel Compliance – 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.

4: Closeout and Audit Assistance

Project Closeout – 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.

Annual Audit Assistance – 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.

Project Specific Audit – 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.

Hourly Breakdown:

Labor Category	Principal	Sr. Funding Manager	Senior Project Manager II	Sr. Funding Coordinator	Sr. Funding Specialist	Funding Specialist	Admin/ Clerk II	Admin/ Clerk I
Rate	$315.00	$268.00.00	$220.00	$179.00	$163.00	$142.00	$125.00	$110.00
Hours	190.00	295.00	130.00	180.00	220.00	320.00	380.00	286.00

Total Cost (of Job): $359,990.00

EXHIBIT B

Date: 12/09/2025

COMPENSATION AND METHOD OF PAYMENT FOR

240-000-0117 Grant and Loan Services

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	Grant and Loan Services	$359,990.00	NTE	WIPP
TOTAL		$359,990.00	NTE	

(Unless list is continued on next page)

EXHIBIT B
(Continued)

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 December 9, 2025, 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 December 9, 2025 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/09/2025

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
240-000-0117 Grant and Loan Services

Consultant or Sub-consultant Name: Angie Brewer & Associates, LC
(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)
Hourly Rates are fully burdened to include all costs per Collier County Contract			

*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: 12/09/2025

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
240-000-0117 Grant and Loan Services

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

ITEM	BASIS OF CHARGE
N/A – Hourly Rates are fully burdened to include all costs per	
Collier County Contract	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: 12/09/2025

TIME AND SCHEDULE OF PERFORMANCE FOR

240-000-0117 Grant and Loan Services

This EXHIBIT “C” establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1	Grant and Loan Services	360 days	360 days

EXHIBIT D

Date: 12/09/2025

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

240-000-0117 Grant and Loan Services

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					

FIXED FEE PROFESSIONAL SERVICE AGREEMENT

25-8379

for

"Loan and/or Grant Acquisition and Compliance Services"

THIS AGREEMENT, made and entered into on this 9th day of December, 20 25, by and between ANGIE BREWER & ASSOCIATES, L.C., authorized to do business in the State of Florida, whose business address is 5620 Tara Blvd. STE 102 Bradenton, FL 34203 ,(the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. The Agreement shall be for a three (3) year period, commencing ■ upon the date of Board approval; or ☐ on _____,and terminating on three (3) year(s) from that date or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

   The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

   The County Manager, or the County Manager's designee, may extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES**. The Contractor shall commence the work upon issuance of a ■ Purchase Order ☐ Notice to Proceed ☐ Work Order.

3. **STATEMENT OF WORK**. The Contractor shall provide services in accordance with the terms and conditions of ■ Request for Proposal (RFP) ☐ Invitation to Bid (ITB) ☐ Other _____ (_____) # 25-8379 , including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

   ■ The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.

3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

4. **THE AGREEMENT SUM**. The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 **Price Methodology (as selected below):**

☐ **Lump Sum** (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

■ **Time and Materials**: The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

■ **Unit Price**: The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 The County, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order, or Work Directive Change.

4.5 ☐ ~~**Travel and Reimbursable Expenses:** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats. Reimbursements shall be at the following rates:~~

~~Mileage~~	~~$0.44.5 per mile~~
~~Breakfast~~	~~$6.00~~
~~Lunch~~	~~$11.00~~
~~Dinner~~	~~$19.00~~
~~Airfare~~	~~Actual ticket cost limited to tourist or coach class fare~~
~~Rental car~~	~~Actual rental cost limited to compact or standard size vehicles~~
~~Lodging~~	~~Actual cost of lodging at single occupancy rate with a cap of no more than $150.00 per night~~
~~Parking~~	~~Actual cost of parking~~
~~Taxi or Airport Limousine~~	~~Actual cost of either taxi or airport limousine~~

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.

6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

Company Name:	Angie Brewer & Associates, L.C.
Address:	5620 Tara Blvd., Suite 102
	Bradenton, FL 34203
Authorized Agent:	Mark A. Brewer
Attention Name & Title:	Mark A. Brewer/ President
Telephone:	941-756-5800
E-Mail(s):	president@angiebrewer.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

Board of County Commissioners for Collier County, Florida

Division Name:	Transportation Management Services
Division Director:	Ellen Sheffey
Address:	2885 Horseshoe Drive South
	Naples, FL 34104
Administrative Agent/PM:	Tara Castillo/ Manager
Telephone:	239-252-7265
E-Mail(s):	tara.castillo@collier.gov

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP**. Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

8. **PERMITS: LICENSES: TAXES**. In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE**. The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION**. Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

    In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION**. The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.

12. **INSURANCE**. The Contractor shall provide insurance as follows:

    A. ■ **Commercial General Liability:** Coverage shall have minimum limits of $ 1,000,000 Per Occurrence, $ 2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

    B. ■ **Business Auto Liability:** Coverage shall have minimum limits of $ 500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

    C. ■ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of $ 500,000 for each accident.

D. ☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $_____ each claim and aggregate.

E. ☐ **Cyber Liability:** Coverage shall have minimum limits of $_____ per occurrence.

F. ☐ **Technology Errors and Omissions:** Coverage shall have minimum limits of $_____ per occurrence.

G. ☐ **Watercraft:** Coverage shall have minimum limits of $_____ per occurrence.

H. ☐ **United States Longshoreman's and Harborworker's Act** Coverage shall be maintained where applicable to the completion of the work $_____ per occurrence.

I. ☐ **Maritime Coverage (Jones Act):** Coverage shall have minimum limits of $_____ per occurrence.

J. ■ Errors and Omissions **(other):** Coverage shall have minimum limits of $ 1,000,000 per occurrence.

K. ☐ _____ **(other):** Coverage shall have minimum limits of $_____ per occurrence.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration,

cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Transportation Management Services Department.

15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), ■ Exhibit A Scope of Services, Exhibit B Fee Schedule, Exhibit C Affidavit Regarding Labor and Services ■ RFP/ ☐ ITB/ ☐ Other_____ (_____) #25-8379_____, including Exhibits, Attachments and

Addenda/Addendum, ☐ subsequent quotes, and ☐ Other Exhibit/Attachment: _____.

17. **APPLICABILITY.** Sections corresponding to any checked box (■) will expressly apply to the terms of this Agreement.

18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.

19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.

20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended, as well as the requirements set forth in Florida Statue, §448.095; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

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

Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

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

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.

22. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

23. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.

24. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

25. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

26. ■ **KEY PERSONNEL**. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

☐ **AGREEMENT STAFFING.** ~~The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.~~

27. ☐ **ORDER OF PRECEDENCE.** ~~In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.~~

■ **ORDER OF PRECEDENCE (Grant Funded).** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board

approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.

28. **ASSIGNMENT**. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

29. **SECURITY**. The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

Collier County Sheriff's Office (CCSO) requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

(Intentionally left blank -signature page to follow)

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

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: 12/11/25

(SEAL)

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chair

Contractor's Witnesses:

ANGIE BREWER & ASSOCIATES, L.C.
Contractor

_____
Contractor's First Witness

Yolanda Grijalva
↑Type/print witness name↑

By: _____
Signature
Mark A. Brewer, President
↑Type/print signature and title↑

_____
Contractor's Second Witness

Donita Gilchrist
↑Type/print witness name↑

Approved as to Form and Legality:

_____
County Attorney

_____
Print Name

Exhibit A

Scope of Services

☒ following this page (containing 3 page/s)

☐ this exhibit is not applicable

Exhibit A – Scope of Work

#25-8379 "Loan and/or Grant Acquisition and Compliance Services"

Collier County is seeking a provider of these services which may consist of, but shall not be limited to, research, grant writing, application assistance, compliance training, oversight of funding-related projects, documentation of fund disbursement, monitoring and documentation of compliance, close-out coordination and assistance, and draft preparation of audit requirements.

The County foresees utilizing the Vendor for the following six services.

1. Planning, Application Development and Submittal a. Review of project concept and design.

b. Review budget for grant eligibility and approval.

c. Provide cost benefit analyses.

d. Assist in negotiation and review of funding agreements.

e. Draft and coordinate legal ads and recording of Board of County Commissioner's Resolutions.

f. Assist and participate in presentations to the Board of County Commissioners.

g. Work directly with County Attorney and Grant Compliance Office on required reviews.

h. Work with prospective Grantors in support of application.

i. Prepare and submit applications.

j. Provide assistance in updating the County's Grant Administration Handbook.

k. Provide training to selected County staff in grant writing, research to insure appropriate and responsive interface with County, State and Federal Agencies.

l. Develop and provide training of 2 CFR Part 200 compliance with inclusion of County procedures and practices.

m. Research and collaborate with County divisional staff on new funding opportunities.

2. Pre-Construction Requirement a. Organize applicable plans and submit documentation to the funding source provider for contract award.

b. Assist in providing information to potential respondents on loan and/or grant requirements.

c. Provide assistance and compliance training during the bidding phase in accordance with requirements.

d. Provide support at public hearing meetings, including presentations to the Board of County Commissioners.

e. Provide required bid and other documents for loans/grants such as but not limited to independent cost estimates and cost/price analysis.

f. Independently process forms requiring County management's review and approval, i.e., "Authorized Representative Site Certification."

3. Contractor Processing, Payment and Reporting a. Assist in the review of payment applications/invoices (including stored materials when applicable).

b. Provide cost identification and data entry- for loan and/or grant eligibility prior to release of funds.

4. Grantor Agency Reporting and Submittal Requirements a. Accumulate data for calculation of request for funds.

b. Prepare and submit as directed by the County, documentation required to support the request for funds.

c. Prepare final request forms and packages.

d. Review detailed data of grant/loan funds available for amendments.

e. Monitor funds requested and cash flow management for loan and/or grant compliance.

f. Prepare Capital Financing Plan.

g. Prepare documents for inclusion of specific project.

h. Prepare environmental support documentation as required by the regulations of the federal or state grant program at the appropriate level for the project to obtain grantor environmental clearance.

i. Prepare periodic status reports, frequency to be determined on a project-by-project basis.

j. Coordinate with other potential funding source providers.

k. Coordinate responses to Regulators and Auditors questions through Corporate Financial & Management Services and/or Fiscal and Grants Services staff.

5. Monitoring for Compliance a. Review and monitor Florida Certified Minority-Owned Business Enterprises (MBE), Woman-Owned Business Enterprises, (WBE), and Disadvantaged Business Enterprise (DBE) participation (as well as any other required socioeconomic classes) to track and/or report the actual level of participation.

b. Provide assistance with MBE/WBE/DBE status revisions.

c. Perform Commercially Useful Function reviews in relation to DBE monitoring.

d. Perform Davis-Bacon Act monitoring to ensure weekly certified payroll compliance and EEO requirements when applicable.

e. Perform Build AmericaBuy American Act (BABA) or Buy America/n Acts (BAA) monitoring when applicable.

f. Monitor grants/loans contractual requirements as determined and provide monthly status updates.

6. Program Coordination a. Schedule and participate in program coordination meetings.

b. Participate in Pre-Construction meetings to review grant compliance requirements passed on to Third Parties such as the Davis Bacon Act.

c. Review draft change orders for eligibility.

d. Coordinate submittals to funding source of change orders and documentation.

e. Assist in contract, project and report closeout including final amendment.

f. Assist with preparation of documentation for audit of project/program.

g. Project close-out assistance with the appropriate grantor agency/agencies and external auditors.

h. Work directly with consultants to obtain required engineering documentation.

Price Increases:

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made prior to the contract renewal date thereafter and submitted in writing to the Administrative Agent. Price adjustments are dependent upon the most recent 12-month Consumer Price Index for all Urban Consumers (CPI-U) for the Miami-Ft. Lauderdale area, budget availability, and Administrative Agent or designee approval, and cannot exceed 3% annually, whichever is less.

The Procurement Director or designee has the authority to approve price adjustments in accordance with the Procurement Ordinance, as amended. Price increase requests are not guaranteed. If approved, the Vendor will be notified in writing with the effective date of any approved price increases.

Exhibit B

Fee Schedule

following this page (pages 1 through 2)

Exhibit B – Fee Schedule

#25-8379 "Loan and/or Grant Acquisition and Compliance Services"

The costs shown are inclusive of all required travel, meals, supplies, software and reproduction costs incurred by ABA associates.

For all services related to the acquisition or compliance of	**Estimated % of Cost per $1,000**
a. Under $2 million	a. $70.00/1,000 or 7.00%
b. Between $2 million and $5 million	b. $45.00/1,000 or 4.00%
c. Over $5 million but less than $15 million	c. $33.00/1,000 or 3.30%
d. Between $15 million and $25 million	d. $28.00/1,000 or 2.80%
e. Over $25 million	e. $22.00/1,000 or 2.20%

CAO

The following is a list of the hourly rates for the term of the contract:

Labor Category	Hourly Rate
Principal	$315.00
Chief Funding Resource	$282.00
Senior Funding Manager	$268.00
Funding Manager II	$251.00
Funding Manager I	$236.00
Senior Project Manager II	$220.00
Senior Project Manager	$204.00
Project Manager	$188.00
Senior Funding Coordinator	$179.00
Funding Coordinator	$142.00
Senior Funding Specialist	$163.00
Funding Specialist	$142.00
Compliance Specialist	$173.00
Computer Technician	$142.00
Administrative/Clerk II	$125.00
Administrative/Clerk I	$110.00

Exhibit C

Affidavit Regarding Labor and Services

following this page

AFFIDAVIT REGARDING LABOR AND SERVICES AND CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

Effective July 1, 2024, pursuant to § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Effective January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the government with an affidavit signed by an officer or representative under penalty of perjury attesting that the entity does not meet any of the following criteria: (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

Effective July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c), § 287.138, Florida Statutes.

Nongovernmental Entity's Name:	Angie Brewer & Associates, LC
Address:	4214 Solutions Lane, Unit 104, Lakewood Ranch, FL 34211
Phone Number:	(941) 756 5800
Authorized Representative's Name:	Mark Brewer
Authorized Representative's Title:	President
Email Address:	President@angiebrewer.com

I, Mark Brewer (Name of Authorized Representative), as authorized representative attest under penalty of perjury that Angie Brewer & Associates, LC (Name of Nongovernmental Entity) does not: (1) use coercion for labor or services as defined in § 787.06, Florida Statutes, and (2) the nongovernmental entity is not (a) owned by a government of a foreign country of concern, (b) that a foreign country of concern does not have a controlling interest in the entity, and (c) that the entity is not organized under the laws of or has its principal place of business in a foreign country of concern, all as prohibited under § 287.138, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) 11/3/2025 Date

STATE OF Florida

COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization this 3rd day of November, 2025, by Mark Brewer (Name of Affiant), who produced his Florida Driver's License as identification.

Notary Public

2/9/26
Commission Expires

YOLANDA GRIJALVA
Notary Public
State of Florida
Comm# HH226593
Expires 2/9/2026

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced: _____

CAO

Other Exhibit/Attachment

Description: Federal Contract Provisions and Assurances

☒ following this page (pages 1 through 14)

☐ this exhibit is not applicable

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the County harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: 1) The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Buy Clean: The County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the County encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The County must obtain written permission from Department of Homeland Security prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Domestic Preference for Procurements: The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Build America, Buy America Act (BABAA): FEMA Public Assistance Funding is not subject to Buy America preference pursuant the following guidance: Programs and Definitions: Build America, Buy America Act | FEMA.gov

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data

required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Prohibition on Covered Telecommunications Equipment or Services: (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(3) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Providing Good, Safe Job to Workers: Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Socioeconomic Contracting: The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible. Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors must sign and submit a debarment certification to the County with each bid or offer. See Certifications and Assurances and the end of this document.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired — a) Competitively within a timeframe providing for compliance with the contract performance schedule; b) Meeting contract performance requirements; or c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the County who in turn will forward the certification(s) to the federal agency.

Contractors must sign and submit a lobbying certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the

District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) (ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part."

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

Construction Activities
This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent this Agreement meets this definition, Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with authorized procedures, and such other sanctions may be imposed and remedies invoked as by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the above applicable provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect

to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9) The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

10) The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

11) The County further agrees that it will refrain from entering into any contract or contract modification with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to any applicable Executive Order and will carry out such sanctions and penalties for violation of any applicable clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracting: Contractor acknowledges that if Contractor intends to enter into subcontracts for any portion of the work under this Agreement, Contractor may take the affirmative steps described in 2 C.F.R. § 200.321 to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are solicited when possible, to the extent doing so is consistent with applicable local, State, and Federal law.

Implementing the above provisions for new contracts should at least demonstrate that the County is trying to comply with the ever-evolving rules and regulations, and as of now, we think this is enough. I'll make sure I keep you updated on any other actions that might become necessary in the future.

Trafficking in Persons: The contractor agrees that it and its employees that participate in the COUNTY'S Award, may not: (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect; (b) Procure a commercial sex act during the period of time that the COUNTY'S Award is in effect; or (c) Use forced labor in the performance of the COUNTY'S Award or subagreements thereunder.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

Notice to FTA : If a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the County is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The County must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Angie Brewer & Associates, L.C.

Date 7/23/2025

Authorized Signature

COLLIER COUNTY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mark A. Brewer
Name

WK2TJJ9U12H1
SAM.gov Unique Entity ID (UEI) Number

President
Title

666P4
CAGE Number

Angie Brewer & Associates, L.C.
Firm

5620 Tara Blvd., Suite 102, Bradenton, FL 34203
Street Address, City, State, Zip

Signature

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
Angie Brewer & Associates, L.C.	65-1073934	TBD

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN Y [N] DBE? [Y] N MBE? Y [N] WBE? [Y] N SDB 8A? Y [N]	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y [N] CONSULTATION? [Y] N OTHER? [Y] N
IS THIS SUBMISSION A REVISION?	Y [N]	IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
	N/A				
			TOTALS		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Mark A. Brewer	7/23/2025	President
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
president@angiebrewer.com	941-756-5800	

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Angie Brewer & Associates, L.C.
Contractor (Firm Name)

Signature of Contractor's Authorized Official

Mark A. Brewer, President
Name and Title of Contractor's Authorized Official

7/23/2025
Date

Docusign Envelope ID: FB80DC75-2215-49E2-B570-C0CD9F478A02

Collier County

Procurement Services Division

Notice of Recommended Award

Solicitation: 25-8379 Title: Loan and or Grant Acquisition and Compliance Services

Due Date and Time: July 31, 2025, at 3:00 PM

Proposers:

Company Name	City	County	State	Final Ranking	Responsive/Responsible
Angie Brewer & Associates, L.C.	Bradenton	Manatee	FL	#1	Yes/Yes
Earthology, LLC	West Palm Beach	Palm Beach	FL	#2	Yes/Yes

Utilized Local Vendor Preference: Yes ☐ No ■

Recommended Proposer For Award:

On June 24, 2025, the Procurement Services Division released notices for Request for Proposal ("RFP") No. 25-8379, "Loan and/or Grant Acquisition and Compliance Services" to three thousand two hundred thirty (3,230) firms. Six hundred twenty-seven (627) viewed the solicitation information, and two (2) proposals were received by July 31, 2025, the submission deadline. Vendor outreach was conducted and the proposal opening was extended.

Staff reviewed the proposals received, and all proposers were deemed to be responsive and responsible with Earthology, LLC having minor irregularities.

The Selection Committee convened on September 17, 2025. After reviewing the proposals and deliberation, the Committee scored the proposals and ranked the Proposers as shown above.

Staff is recommending award to the top-ranked firm: Angie Brewer & Associates, L.C.

Contract Driven ■ Purchase Order Driven ☐

Required Signatures

Project Manager: Signed by: Tara Castillo 3144DE1E3FB74AC...

Procurement Strategist: Signed by: Dania Guerrero 68CE12E5964C441...

Procurement Services Director:

Signed by: Sandra Srnka CA9D9A66BDCA4D5...

Sandra Srnka _____ Date _____

Collier County
Procurement Services

Selection Committee
Final Ranking

RFP #: 25-8379
Title: Loan and/or Grant Acquisition and Compliance Services

Name of Firm	Tara Castillo	Brandy Otero	Danielle Bates	Maggie Lopez	Lorraine Lantz	Total Scores	Final Rank
Angie Brewer & Associates, L.C.	**100**	**90**	**100**	**95**	**94**	**479.00**	1
Earthology, LLC	**42**	**67**	**31**	**77**	**74**	**291.00**	2

Procurement Professional: Dania Guerrero

Date: 9/17/2025

[ANGIE BREWER & ASSOCIATES LC] RESPONSE DOCUMENT REPORT

GEN No. 25-8379

Loan and/or Grant Acquisition and Compliance Services

RESPONSE DEADLINE: July 31, 2025 at 3:00 pm

Report Generated: Thursday, July 31, 2025

ANGIE BREWER & ASSOCIATES LC Response

CONTACT INFORMATION

Company:
ANGIE BREWER & ASSOCIATES LC

Email:
president@angiebrewer.com

Contact:
Mark Brewer

Address:
5620 Tara Blvd
Suite 102
Bradenton, FL 34203

Phone:
(941) 756-5800

Website:
angiebrewer.com

Submission Date:
Jul 24, 2025 2:59 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 24, 2025 6:57 PM by Mark Brewer

QUESTIONNAIRE

1. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

2. ALL DOCUMENTS REQUIRING EXECUTION SHOULD BE EITHER BY WET SIGNATURES OR VERIFIABLE ELECTRONIC SIGNATURES. FAILURE TO PROVIDE THE APPLICABLE DOCUMENTS MAY DEEM YOU NON-RESPONSIVE/NON-RESPONSIBLE.

Confirmed

3. Grant Funded Request for Proposal Instructions Form *

Grant Funded Request for Proposal Instructions have been acknowledged and accepted.

Confirmed

4. Collier County Purchase Order Terms and Conditions*

Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.

Confirmed

5. Insurance Requirements*

Vendor Acknowledges Insurance Requirement and is prepared to produce the required insurance certificate(s) within five (5) days of the County's issuance of a Notice of Recommended Award.

Confirmed

6. Proposal Submittal*

Please submit a proposal per Evaluation Criteria outlined in Solicitation.

6_-_2025-07-24_RFP_25-8379_-_Collier_County_-_Final.pdf

7. Collier County Required Forms

VENDOR DECLARATION STATEMENT (FORM 1)*
7.1_Vendor_Declaration_Statement.pdf

CONFLICT OF INTEREST AFFIDAVIT (FORM 2)*
7.2_Conflict_of_Interest_Affidavit.pdf

IMMIGRATION LAW AFFIDAVIT CERTIFICATION (FORM 3)*
7.3_Immigration_Law_Affidavit_Certification.pdf

REFERENCE QUESTIONNAIRE (FORM 4)
7.4_Reference_Questionnaire_-_Belleview.pdf
7.4_Reference_Questionnaire_-_Cape_Coral.pdf
7.4_Reference_Questionnaire_-_Gainesville_Regional_Utilities.pdf
7.4_Reference_Questionnaire_-_Largo.pdf
7.4_Reference_Questionnaire_-_Sarasota.pdf
7.4_Reference_Questionnaire_-_Wauchula.pdf

GRANT PROVISIONS AND ASSURANCES PACKAGE (FORM 5)*
7.5_Grant_Provisions_and_Assurances_Package.pdf

PROOF OF STATUS FROM DIVISION OF CORPORATIONS - FLORIDA DEPARTMENT OF STATE (SUNBIZ)*
http://dos.myflorida.com/sunbiz/ should be attached with your submittal.

7.6_-_Proof_of_Status_from_Division_of_Cororations_-_Florida_Department_of_State.pdf

E-VERIFY - MEMORANDUM OF UNDERSTANDING*
7.7-_Everify_Memorandum_of_Understanding.pdf

W-9 FORM*
7.8_-_W-9_Form.pdf

SIGNED ADDENDUMS (IF APPLICABLE)
7.9_-_Addendum_#1.pdf

MISCELLANEOUS DOCUMENTS
2025-2027_OSD_Certification.pdf
FDOT_DBE_Verification.pdf
E-Verify_Search_Verification.pdf

SOLICITATION NO.: 25-8379

REQUEST FOR PROPOSAL (RFP)

LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES

COLLIER COUNTY, FL



Submitted By:
ANGIE BREWER & ASSOCIATES, LC

ANGIEBREWER.COM
keeping your funds flowing!

CONTACT INFORMATION:
MARK A. BREWER, PRESIDENT
ANGIE BREWER & ASSOCIATES, LC
5620 TARA BLVD., SUITE 102
BRADENTON, FL 34203
PRESIDENT@ANGIEBREWER.COM
941-756-5800

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SECTION 1 – Cover Letter/Management Summary

July 23, 2025

Dania Guerrero, Procurement Strategist
Procurement Services Division
3295 Tamiami Trail East, BLDG C-2
Naples, Florida 34112

Re: RFP #25-8379 - Loan and/or Grant Acquisition and Compliance Services

Dear Ms. Guerrero:

Angie Brewer and Associates, LC (ABA) is pleased to offer the following proposal to provide Loan and/or Grant Acquisition and Compliance Services to Collier County, Florida. Our firm is fully and uniquely qualified to provide these services and possesses the knowledge, expertise, understanding and ability to accomplish the scope of work. We are dedicated to providing the services necessary to guarantee the success of your projects within the required timeframes.

Our underlying philosophy is to be good stewards of the County's resources by only applying for funding that has a very strong chance of successful award. Additionally, our approach is to employ our specialized expertise in the execution of tasks necessary to provide the highest quality funding services available at the lowest total cost of delivery. This package provides information regarding ABA's qualifications that clearly identify the following:

1. ABA is a Florida Certified Women's Business Enterprise (WBE) and Florida Department of Transportation (FDOT) Certified Disadvantaged Business Enterprise (DBE).

2. ABA has the capacity to serve the needs of the County with demonstrated expertise encompassing over $13 Billion in loan and grant acquisition and compliance experience spanning more than 37 years. Specific SRF experience within the previous five (5) year period includes approximately **$727,850,000 across twenty-five (25) projects**.

3. ABA has been successful in providing loan and grant services specifically listed in this RFP to more than 70 communities utilizing federal, state, local and private funding sources. In our entire history, we have had a 97.9% grant and a 100% SRF loan application success rate as well as successful closeout on all of the projects with which we have been involved.

4. We have included client references to demonstrate our outstanding reputation. We encourage you to contact any of our current and former clients. We have been assisting Collier County to acquire and manage 100's of millions of dollars in project funding since 1989.

We truly appreciate the opportunity to serve your needs with the best services available. We look forward to an excellent working relationship as well as meeting and exceeding the County's expectations.

I, Mark A. Brewer, am the authorized contact concerning the proposal and acknowledge that ABA will accept any awards resulting from this RFP.

Sincerely,

Digitally signed by Mark A. Brewer
DN: cn=Mark A. Brewer, o=Angie Brewer & Associate, LC, email=president@angiebrewer.com, c=US
Date: 2025.07.24 07:57:41 -04'00'
Adobe Acrobat version: 2025.001.20577

Mark A. Brewer
President

Authorized Point of Contact:
Mark A. Brewer, President
P: 941-756-5800
5620 Tara Blvd., Suite 102
Bradenton, FL 34203
president@angiebrewer.com

Management Summary

Philosophy of the Firm

Our firm's philosophy is quite simple, although unique. We believe that we are an extension of your staff, not a consultant that merely tells you what to do and leaves you wondering how to accomplish the work. We believe functional assistance is what communities need to be successful. Functional assistance means that we do the work, prepare documents, navigate complexities and maintain relationships with the funding agencies. We believe if County staff had the time and expertise to complete the work efficiently, they wouldn't need us. We hold ourselves accountable to being indispensable assistants to our clients. We respect that you already have job responsibilities and requirements. We complete all of our assignments with the absolute minimum impact on County Staff. Essentially, we do everything except sign documents that must be executed by County representatives. This philosophy is deeply rooted and based on over 50 years of combined experience of the company owners and leaders working within local and federal governments prior to going into business. We understand the day-to-day challenges and pressures of looking out for the County's Citizens, Staff and Elected Officials. We truly are here to take the burden off of your staff by carrying the load of funding acquisition and compliance.

Quick Facts

ABA's exclusive qualifications to provide Loan and Grant Acquisition and Compliance Services include:

- Staff is recognized as funding "experts" by state and federal agencies
- Identified as the only full service, multi-source funding consultant of its kind
- Possesses unmatched loan and grant experience for capital projects
- Provides staff dedicated to your funding efforts
- Offers over 100 years of collective funding experience
- Served over 70 government clients (GSA Schedule, State, County, City and Authorities)
- Maintains an impeccable reputation after over 37 years in business
- Successfully completed hundreds of capital projects
- Staff has personally reviewed over 1 Billion Davis Bacon Certified Payrolls
- Works regularly with FDEP SRF Staff and EPA to help Contractors meet AIS, BABA, and all other requirements

END RESULT:

ABA is ready, qualified, and committed to make this effort a success!

SECTION 2 – Business Plan

Below is an additional level of detail to demonstrate how the firm will accomplish each of the six services for loan and grant acquisition and compliance.

Approach to Task Detail

1. Planning, Application Development and Submittal

a. Review of project concept and design.
- Identify proposed activities and appropriate potential funding sources.
- Prepare and develop planning and financial information as well as develop and manage a program schedule.

b. Review budget for grant eligibility and approval.
- Review and evaluate budget information to identify and maximize all possible sources of funding and leverage all outside sources of funding.

c. Provide cost benefit analyses.
- Develop information and provide recommendations to the community regarding the use of various potential sources of funding.

d. Assist in negotiation and review of funding agreements.
- All data gathering and research is completed to support the preparation of the application. Required meetings or hearings are scheduled to avoid delays.
- Prepare applications and make recommendations regarding appropriate changes in funding agreements, acting as a liaison between local government staff and the funding agency.

e. Draft and coordinate legal ads and recording of Board of County Commissioner's Resolutions.
- Provide draft language and time requirements to the County for required legal advertisements.
- Work with the Board of County Commissioners to obtain required certified copies of resolutions.

f. Assist and participate in presentations to the Board of County Commissioners.
- Attend and present SRF and funding related information to the Board of County Commissioners to explain the process and gain required approvals.

g. Work directly with County Attorney and Grant Compliance Office on required reviews.
- Coordinate with the County Attorney to provide requested information and obtain required signatures.
- Stay in constant communication with representatives of the Grant Compliance Office to ensure all questions are addressed.

h. Work with prospective Grantors in support of application.
- Research funding program regulations and requirements to determine if it is a good fit for the project.
- Evaluate the life-cycle requirements and associated costs to identify whether the value of the funds received exceed the cost of long-term administration.
- Communicate early and often with Grantors to align the County's project needs with the desired use of loan or grant program funds.
- Coordinate with Grantor staff to determine any special requirements and timelines to ensure all aspects of the application are addressed.
- Develop or continue relationships with Grantors to maintain open lines of communication throughout the application process.

i. Prepare and submit application.
- Gather and compile all supporting documentation necessary to draft the application.
- Conduct an assessment and make recommendations regarding whether the application should proceed to full preparation
- Design and structure the application in accordance with funding program guidelines to accent the elements of the project to be funded.
- Prepare the application to maximize the possibility of funding award
- Acquire signatures and complete the application preparation
- Submit the application ensure that all program requirements are met
- Track the Grantor's application review and award process and communicate progress to the County

j. Provide assistance in updating the County's Grant Administration Handbook
- Coordinate with the Grant Compliance office regarding the schedule of regular updates.
- Provide support regarding changing regulations.
- Make suggestions and draft suggested edits to the Grant Administration Handbook.

k. Provide training of selected County staff in grant writing, research to insure appropriate and responsive interface with County, State and Federal Agencies.
- Develop training and conduct research upon request relating to grant writing and compliance.
- Deliver training in the desired format as requested.
- Answer questions from County staff regarding grant writing and compliance.

l. Develop and provide training of 2CFR Part 200 compliance with inclusion of County procedures and practices.
- Evaluate County procedures and practices to determine agreement or disconnects with 2 CFR 200.
- Prepare training materials with an emphasis on comparing 2 CFR 200 to the County's procedures and practices.
- Deliver training in the desired format as requested.

m. Research and collaborate with County divisional staff on new funding opportunities.
- Review the Capital Improvement Plan or similar list of projects to determine possible funding opportunities.
- Conduct research upon request to evaluate related funding opportunities.
- Make recommendations regarding specific applications that are high-probability of success funding opportunities.

2. Pre-Construction Requirement

a. Organize applicable plans and submit documentation to the funding source provider for contract award.
- Specific checklists are developed and maintained regarding the requirements of each funding agency.
- Compile information from the Community, Project Engineer and Contractor and prepare plan or contract information necessary for funding agency approval.
- Prepare and or review pre-construction meeting minutes as provided by the County and provide comments and/or assist with the appropriate revisions and submit to agency per program requirements.
- Submit background and formal contract information required to obtain approval of the contract award process and contract.

b. Assist in providing information to potential respondents on loan and/or grant requirements.

- Supply documentation regarding specific program requirements such as certified minority/women's business enterprise (MBE/WBE) firms and explanation of Davis Bacon, Domestic Preference (AIS/BABA) requirements and other similar requests.

c. Provide assistance and compliance training during bidding phase in accordance with requirements.
   - Supply the current supplemental or specific conditions for each bid and review all proposal, bidding and contract documents for compliance with local, state and federal regulations as they relate to funding agency requirements such as Equal Opportunity Employment, appropriate Executive Orders, Davis-Bacon and others.
   - Conduct training or participate in bidding phase activities regarding funding program requirements.

d. Provide support at public hearing meetings, including presentations to the Board of County Commissioners.
   - Coordinate the planning and preparation for required public meetings and hearings
   - Make presentations to the Board of County Commissioners.
   - Compile the information resulting from public meetings and hearings sufficient to meet agency requirements.

e. Provide required bid and other documents for loans/grants such as but not limited to independent cost estimates and cost/price analysis.
   - Provide current SRF/grant program required bidding information such as Supplementary Conditions, Wage Rate Decisions.
   - Conduct cost estimate comparison or cost/price analysis and coordinate with Project Engineer on same.

f. Independently process forms requiring County management's review and approval, i.e., "Authorized Representative Site Certification."
   - Review documents for requirements and to ensure consistency with funding programs before routing to the County for signature.
   - Gather supporting documentation and prepare forms as necessary to meet funding program requirements and support staff as needed to minimize staff efforts.
   - Utilize the system developed by the County and ABA to route documents requiring a signature through the appropriate channels to obtain said signature.

3. Contracting Processing, Payment and Reporting

a. Assist in review of pay applications/invoices (including stored materials when applicable.
   - Maintain a payment processing procedure to ensure timely processing of periodic pay estimates, review of pay estimates for accuracy and completeness as well as Engineer's certification and monitor expenditures to prohibit line-item overruns.

b. Provide cost identification and data entry for grant/loan eligibility prior to release of funds.
   - Review all payments, invoices and change orders related to eligible activities, including review and approval to establish accuracy, completeness and acceptability with identification of eligible and non-eligible costs.

4. Grantor Agency Reporting and Submittal Requirements

a. Accumulate data for calculation of request for funds.
   - Accumulate and review for accuracy, completeness and acceptability all payments and invoices related to eligible activities on a monthly basis.
   - Prepare documents and schedules necessary to support the request for funds.
   - Utilize electronic versions of required agency funding forms to support request for funds.

- Provide supporting documentation and/or review reports necessary to meet Grantor Agency requirements.

b. Prepare and submit as directed by the County, documentation required to support request for funds.
   - Submit all documents and reports (i.e. weekly status reports) on a timely basis to the funding agency and coordinate with funding agency personnel to promptly satisfy any questions concerning program compliance.

c. Prepare final request forms and packages.
   - Maintain adequate “paper trail” of invoices, payments and justification to ensure the program costs are appropriately requested from inception through final request.
   - Prepare the final request, which includes payments, invoices, agency request forms and supporting documentation and prepare responses, as well as coordinate and track the final reimbursement to the County.

d. Review detailed data of grant/loan funds available for amendments.
   - Maintain documentation in support of requests for amendments, modifications and changes necessary for the successful completion of the project.

e. Monitor funds requested and cash flow management for loan and/or grant compliance.
   - A line-item budget is prepared and maintained and a review of the fund accounting is conducted to ensure all revenues and expenses have been properly entered in the County’s financial accounting system.

f. Prepare Capital Financing Plan.
   - Prepare a draft Capital Financing Plan (CFP), in accordance with FDEP requirements, for submission to the County for review and comment.
   - Revise and update the draft CFP based upon comments received from the County. The Consultant shall secure the certification of the CFP from the Finance Director. Upon finalization of the CFP, it will be incorporated into and made a part of the Facilities Plan.

g. Prepare documents for inclusion of specific project.
   - Prepare an Request for Inclusion (RFI) in order to add the project on the FDEP Priority List.

h. Prepare environmental support documentation as required by the regulations of the federal or state grant program at the appropriate level for the project to obtain grantor environmental clearance
   - Track the status of the Florida Finding of Significant Impact (FFONSI).
   - Answer questions and provide information to FDEP as necessary to aid in the completion of the FFONSI.
   - Respond to comments received during the advertising and comment period.
   - Review the FFONSI/Categorical Exclusion Notice (CEN) draft.

i. Prepare periodic status reports, frequency to be determined on a project-by-project basis.
   - Prepare reports as required by the County to meet the funding program’s reporting requirements.

j. Coordinate with other potential funding source providers.
   - Provide the County with information regarding other potential funding sources for a project as they become known.
   - Coordinate funding to ensure maximum eligibility for all available funds.

k. Coordinate responses to Regulators and Auditors questions through Corporate Financial & Management Services and/or Fiscal and Grants Services staff.
   - Prepare information or responses to Regulators and Auditors to appropriate departments as needed to support County staff.
   - Prepare information required for the Final Report to FDEP regarding the project.

- Provide closeout and other information to the County's Independent Auditors in order to allow for the required Project Audit within 12 months of approval of the Final Loan Amendment execution

5. Monitoring for Compliance

a. Review and monitor Florida Certified Minority-Owned Business Enterprises (MBE), Woman-Owned Business Enterprises. (WBE), and Disadvantaged Business Enterprise (DBE) participation (as well as any other required socioeconomic classes) to track and/or report the actual level of participation.
   - Provide instruction and forms to collect MBE/WBE/DBE utilization.
   - Review reported utilization of MBE/WBE/DBE firms on a monthly basis through the payment process and prepare a summary spreadsheet for reporting.

b. Provide assistance with MBE/WBE/DBE status revisions.
   - Assist contractors in locating and soliciting the services of MBE/WBE/DBE contractors and work with staff, engineers and the prime contractor to develop the appropriate documentation.

c. Perform Commercially Useful Function reviews in relation to DBE monitoring.
   - Perform and complete the Commercially Useful Function (CUF) form and documentation to properly report DBE performance and Prime Contractor's compliance with DOT requirements.

d. Perform Davis-Bacon Act monitoring to ensure weekly certified payroll compliance and EEO requirements when applicable.
   - Collect and review weekly certified payrolls.
   - Working with contractors to correct any non-compliance issues.
   - Perform certified payroll tracking and reporting as necessary.
   - When requested conduct On-Site Labor Interviews.

e. Perform Build America Buy American Act (BABA) or Buy America/n Acts (BAA) monitoring when applicable.
   - Collect and review Domestic Preference documentation in support of BABA, BAA, AIS or other similar requirements.
   - Work with contractors or engineers to correct any non-compliance issues.
   - Perform BABA (or similar) tracking as needed to ensure compliance.

f. Monitor grants/loans contractual requirements as determined and provide monthly status updates
   - Prepare a checklist of contractual requirements, a schedule for completion of contractual requirements and monitor status of each requirement.
   - Meet with or report as requested to provide monthly updates.

6. Program Coordination

a. Schedule and participate in program coordination meetings.
   - Plan, prepare for and conduct coordination meetings with staff, engineers and other appropriate personnel to review schedule, current status of funding agreements/amendments, payment processing, invoice processing, change orders, construction progress, program schedule, compliance management, agency site visits and others. Action lists identify responsible parties and their assigned tasks.

b. Participate in Pre-Construction meetings to review grant compliance requirements passed on to Third Parties such as the Davis Bacon Act.
   - Plan, prepare for and conduct the loan or grant compliance portion of the Pre-Construction meetings to communicate and explain all relevant funding agency requirements.

c.. Review draft change orders for eligibility.
- Review each change order for completeness, appropriateness, justification and eligibility to ensure no change orders are processed without appropriate review.

d. Coordinate submittals to funding source of change orders and documentation.
- Submittal of change orders to the funding agency and follow-up to ensure all questions regarding the change order and eligibility determination are answered and an approval of the change order and eligibility is obtained.

e. Assist in contract, project and report closeout including final amendment.
- Coordinate with staff, engineer and contractor to ensure final payment is not released until all contract requirements are met, including final release of lien.

f. Assist with preparation of documentation for audit of project/program.
- All project management activities are undertaken with the intent of preparing information required by audit.
- Meet with auditors, agency auditors and compile the information needed for the audit following up to ensure all questions have been addressed.

g. Project close-out assistance with the appropriate grantor agency/agencies and external auditors.
- Meet and coordinate with DEP or appropriate grantor agency representatives as well as external auditors to provide information necessary to successfully close the project.

h. Work directly with consultants to obtain required engineering documentation.
- Coordinate during the project with engineering consultants to obtain documentation required for compliance with funding requirements of the project.

ABA also has the ability to develop and provide customized tools, training and proactive technical support relating specifically to the loan and grant acquisition and compliance needs of the County. Our goal is empower our clients through the most efficient and effective use of technology and access to specialized expertise.

SECTION 3 – Cost of Services to the County

The costs shown are inclusive of all required travel, meals, supplies, software and reproduction costs incurred by ABA associates.

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. $70.00/1,000 or 7.00%
b. Between $2 million and $5 million	b. $45.00/1,000 or 4.00%
c. Over $5 million but less than $15 million	c. $33.00/1,000 or 3.30%
d. Between $15 million and $25 million	d. $28.00/1,000 or 2.80%
e. Over $25 million	e. $22.00/1,000 or 2.20%

The following is a list of the hourly rates for the term of the contract:

Labor Category	Hourly Rate
Principal	$340.00
Chief Funding Resource	$305.00
Senior Funding Manager	$289.00
Funding Manager II	$271.00
Funding Manager I	$255.00
Senior Project Manager II	$237.00
Senior Project Manager	$221.00
Project Manager	$203.00
Senior Funding Coordinator	$194.00
Funding Coordinator	$153.00
Senior Funding Specialist	$176.00
Funding Specialist	$153.00
Compliance Specialist	$187.00
Computer Technician	$153.00
Administrative/Clerk II	$136.00
Administrative/Clerk I	$119.00

For each Purchase Order, we collect project information and identify the specific of scope of services, length of the project and project amount. Based upon this, we prepare a detailed hours estimate, cost proposal and written scope. This is sent to the County for review and approval. This allows the opportunity to ensure that there is a reasonable relationship between the cost and the size and complexity of the project. We are committed to making sure that the appropriate tasks are identified in support of our services.

We also have the opportunity to offer Lump Sum and Unit Price as well as Time and Materials as other options to consider for cost savings options to assist the County in meeting it's budget constraints while not sacrificing quality and quantity of services needed.

SECTION 4 – Experience and Capacity of the Firm

Proven Acquisition and Compliance Experience

ABA has provided over $727,850,000 in direct SRF for projects of $3 million and over in the *past 5 years alone*.

1. Provide the number of state revolving funds (SRF) loans you have helped clients execute over the last 5 years (10/1/2019 – 9/30/2024 that were over $3 million in project costs.	25
2. Provide at least two examples. a. Of the total number provided in response #1 above, how many SRF loans were for Transportation b. Of the total number provided in response #1 above, how many SRF loans were for Transportation	10 SRF Water 15 SRF Wastewater
3. Please identify your success rate of grant applications approved (in both number and percentage format; for example: 68/100 = 68%)	188/192 = 97.9% Grants 25/25 = 100% SRF
4. What type of grant compliance and reporting to local, state and federal agencies represents the largest percentage of your grant work? What types of grants does your company work on? (Please see below for a list of grants ABA works on.)	TIGER and FDOT LAP Please see list of Grant Programs below
5. During the last five years, what is your track record for post-award audit?	100% Successful Closeouts
6. Provide the number of years the company has been conducting research, designing, drafting and presenting to the companies for final review and approval, any, and all documentation as described in the six services identified in this solicitation.	37 years

ABA has over 37 years of experience with the SRF program. ABA's experience began during the creation of the State of Florida Clean Water SRF Loan program in 1988. Given that the program started 37 years ago, ABA can confidently claim this number of years of experience as a firm with the SRF program. ABA has continued to be actively involved with the Clean Water program and members of the firm were also active in the development of the Drinking Water program which began ten years later in 1998. ABA was also asked by the US Environmental Protection Agency to participate in providing the peer review of the **national** SRF funding allocation model to be used by all SRF programs in the United States as a result of our expertise in this specific program.

Due to their extensive knowledge of the SRF Program, Angie Brewer and Mark Brewer have also served as the Florida Governmental Finance Officers Association representatives on the FDEP SRF Wastewater/Stormwater Program Technical Advisory Committee (TAC) and FDEP SRF Water Program Technical Advisory Group for SRF program rule development. Issues addressed included development of the priority list ranking system, compliance with the supporting federal rules/regulations and overall program direction/rule development. It is important to note that these appointments were the only financial representatives involved in rule development for the SRF low-interest loan program. More recently, ABA was active on the Clean Water Disadvantaged Small Community TAC during a critical period for this important program that helps small communities across the State.

ABA's combined SRF experience in the last five (5) years alone is approximately $727,850,000 for projects $3 million and over. ABA has helped clients execute and/or complete twenty-five (25) SRF funded projects in that timeframe.

Community	Project	Approximate Amount	Planning	Application/ Agreement	Administration	Notes
City of Bartow	Water Reclamation Facility Improvements	$23,700,000	Y	Y	Y	Clean Water SRF
City of Belleview	Water Treatment Plant	$4,980,000	Y	Y	Y	Drinking Water SRF
City of Belleview	Water Reclamation Facility Expansion	$29,990,000	Y	Y	Y	Clean Water SRF
City of Daytona Beach	Drinking Water (DW) Improvements	$13,260,000	-	Y	Y	Drinking Water SRF
City of Dunedin	Planning and Design	$4,100,000	Y	-	-	Drinking Water SRF
City of Dunedin	WTP Refurbishment	$28,700,000	-	Y	Y	Drinking Water SRF
City of Florida City	Wastewater System Improvements	$8,400,000	Y	Y	Y	Clean Water SRF
City of Fort Myers	DW Improvements	$115,300,000	Y	Y	Y	Drinking Water SRF
City of Fort Myers	Central AWWTF	$52,300,000	Y	Y	Y	Clean Water SRF
City of Lakeland	WWTP Improvements	$11,200,000	-	-	Y	Clean Water SRF
City of Lakeland	English Oaks WWTP Improvements	$12,000,000	-	-	Y	Clean Water SRF
City of Lake Wales	Water Storage Tank	$4,620,000	-	Y	Y	Drinking Water SRF
City of Largo	WWRF Biological Treatment	$57,600,000	-	Y	Y	Clean Water SRF
City of Miami	Stormwater Improvements	$22,400,000	-	-	Y	Clean Water SRF
City of Sarasota	LS 87 WW Improvements	$27,800,000	Y	Y	Y	Clean Water SRF
City of Sarasota	WWTP Rehabilitation Project	$40,000,000	Y	Y	Y	Clean Water SRF
City of Sarasota	Water Main and WTP Improvements	$73,000,000	Y	Y	Y	Drinking Water SRF
City of St. Petersburg	SWWRF BioSolids	$55,000,000	-	-	Y	Clean Water SRF
City of Wauchula	WW I/I and SSO Correction	$37,900,000	Y	Y	Y	Clean Water SRF
City of Wauchula	DW Resiliency	$14,200,000	Y	Y	Y	Drinking Water SRF
City of Winter Haven	WW System Improvements	$23,000,000	Y	Y	Y	Clean Water SRF
Town of Fort Myers Beach	Estero Phase 2	$22,300,000	-	Y	Y	Drinking Water SRF
Town of Fort Myers Beach	Estero Phase 3 & 4	$19,800,000	-	Y	Y	Drinking Water SRF
Town of Fort Myers Beach	Joint Outfalls-Side Streets	$10,100,000	-	Y	Y	Clean Water SRF
Town of Fort Myers Beach	Stormwater Improvements	$16,200,000	Y	Y	Y	Clean Water SRF

Selected List of Grant Program Experience

- American Recovery Plan Act (ARPA)
- Assistance to Firefighters Grant (AFG) Program
- Better Utilizing Investments to Leverage Development (BUILD) Grant Program
- Community Development Block Grant (CDBG)
- Energy Efficiency and Conservation Block Grant (EECBG)
- Federal Emergency Management Administration (FEMA) Grants
- Florida Communities Trust (FCT)
- Florida Department of Economic Opportunity (FDEO) Rebuild Florida Infrastructure Program
- Florida Department of Transportation (FDOT) Grants
- Florida Legislative Project (LP) Grants
- Florida Recreation Development Assistance Program (FRDAP)
- Hazard Mitigation Grant Program
- Historic Preservation Grants
- Local Agency Program (LAP)
- Land and Water Conservation Fund (LWCF)
- Port Security Grant Program
- Protecting Florida Together Water Quality Improvement Grant (WQIG)
- Recreational Trails Program (RTP)
- Resilient Florida Grant Program
- Section 319 Non-point Source Grant
- South Florida Water Management District (SFWMD) Alternative Water Supply (AWS)
- State Water-Quality Assistance Grant (SWAG)
- Transportation Investment Generating Economic Recovery (TIGER) Grant Program
- Urban and Community Forestry Grants
- US Department of Agriculture Rural Development (USDA RD) Grants
- US Department of Energy (DOE) Grants
- US Department of Transportation (DOT) Grants
- US Economic Development Administration (EDA) Grants
- US Environmental Protection Agency (EPA) Water, Wastewater and Stormwater
- Water Management District (WMD) Grants
- Weatherization Assistance Program (WAP)
- Various Foundation Grants

Project Examples

City of Sarasota Lift Station 87 Upgrades – Clean Water SRF

ABA provided planning, application and is currently providing administration services for $27,840,000 in SRF Low-interest Loan funding. This project includes construction of a major lift station that receives approximately 30% of the wastewater flow within the City of Sarasota. This project included a portion of transportation improvement for ingress, egress and large pipe crossing US 41. ABA's services for this project includes:

1. Planning and Application Development
2. Pre-Construction Requirements
3. Contractor Processing, Payment and Reporting
4. Agency Reporting and Request for Funds
5. Monitoring for Compliance
6. Program Coordination

Lift Station 87 will be constructed above ground to harden the facility against the impacts of a Category 3 hurricane. The lift station will include a deeper wet well (>50 feet below grade) to facilitate gravity sewer

transmission to the lift station. The first story will allow access to the wet well, odor control, transformer vaults and loading bay. The second floor will house the SCADA, electrical, switchgear and control panels.

City of Dunedin Water Treatment Plant (WTP) Refurbishment – Drinking Water SRF

ABA provided planning, application and is currently providing administration services for $34,875,000 in SRF Low-interest Loan funding. This project includes upgrades and refurbishments to the City of Dunedin's Water Treatment Plant. This project included a portion of transportation improvement for ingress and egress to allow large truck deliveries. ABA's services for this project includes:

1. Planning and Application Development
2. Pre-Construction Requirements
3. Contractor Processing, Payment and Reporting
4. Agency Reporting and Request for Funds
5. Monitoring for Compliance
6. Program Coordination

Project elements include the replacement of the RO units and addition of new ancillary systems; modifications to existing dual media filters piping; bypass treatment; removal 2 of degasifiers, contact chamber, clearwell and pumps; treatment and recycling of backwash water; baffling of ground storage tanks; and other elements necessary to properly operate the WTP.

Awards related to Collier County

In 2009, Collier County was awarded the EPA Pisces Award for the SCRWTP 20MGD Wellfield project. This award highlights successfully designed projects that further the goal of clean and safe water with exceptional planning, management, and financing. Nominations for this award are executed through state environmental protection agencies. FDEP's nomination specifically stated that "The DWSRF has worked with Collier County in three other projects. In each case, the county displayed superior planning, management, and finance acumen."



ABA was asked to accept this award on Collier County's behalf by Mr. Tom Wides. In his request, Mr. Wides asked ABA to state "…Collier County appreciates the recognition that comes with this award, and recognizes Angie Brewer & Associates as critical partners in the funding and administration of our Capital Improvement Program..."

Client References

We have provided Reference Questionnaires as received from our clients. We encourage contact with any of our clients regarding our quality of service.

SECTION 5 – Specialized Expertise of Team Members

Qualifications of Personnel

1. Provide the number of years of SRF experience that the project manager assigned to this contract has had in the scope of work identified by the County. (Attach resume)	32
2. Provide the number of SRF **water** loans that the project manager has coordinated.	28
3. Provide the number of SRF **wastewater** loans that the project manager has coordinated.	74
4. Identify the number of fulltime equivalents that will be assigned to Collier County from the firm. (fulltime is defined as 100% assigned to Collier County) (Attach resumes)	0
5. Identify the number of part-time equivalents that will be assigned to Collier County from the firm. (part-time is defined as 50% or less assigned to the Collier County account) (Attach resumes)	7

ABA has been assisting communities with the execution of SRF loans since the program's inception. Although historically the County has not been desirous of paying for 100% of an individual's time in the past, the Project Manager is available to be contacted any time via office phone, e-mail, cell phone, or text message. The Project Manager will also give priority to Collier County time requests throughout the life of the contract. Beyond the continuous availability of the Project Manager, ABA has developed systems that allow our firm to utilize part-time equivalents while still providing all clients with the level of attention that is traditionally associated with full-time equivalents. ABA is able to pass on the cost savings from these efficiencies to our clients in the form of lower fees to complete the required tasks.

Over the past several years, we have used many combinations of project management approaches. We have decided that the approach that worked best for the County was when Mark Brewer operated as the Project Manager and Kristin LaCross as the Chief Funding Resource. His institutional knowledge, funding expertise, and direct experience over nearly two decades specifically with Collier County leads us to believe that the County would be best served and prefer that Mark Brewer and Kristin LaCross be assigned to lead the projects for this contract. As the Project Manager, Mark along with Kristin LaCross as Chief Funding Resource are personally available to Collier County as necessary to ensure successful completion of all work contemplated under this contract.

Given our vast experience and knowledge related to Collier County, the project manager and part-time equivalents listed above are anticipated to be sufficient to meet the immediate needs of the County. Should the County's utilization of the SRF or any low-interest loan or grant programs increase in any manner, ABA is prepared to dedicate additional personnel as needed.

Transition Plan

All project personnel at ABA are cross-trained and capable of handling an SRF funded project. In the absence of the Project Manager, Mark Brewer (President), Angie Brewer (CEO/Founder) and Kristin LaCross (Chief Funding Resource) can address the County's funding needs and start or continue any project ABA is engaged on.

Capacity of the Firm

The table below identifies the funding experience of the members listed as the building blocks that will form the unit serving the County. This table demonstrates the capacity of the team assigned to this project as well as additional resources available if necessary.

Project Personnel	Position/Responsibility for this Project	Availability Date	Planning	Application	Administration	Davis Bacon	Compliance	Closeout	Yrs Experience
Mark Brewer	Principal/Project Manager	Immediate	✓	✓	✓	✓	✓	✓	32
Angie Brewer	Principal	Immediate	✓	✓	✓	✓	✓	✓	50
Kristin LaCross	Chief Funding Resource	Immediate	✓	✓	✓	✓	✓	✓	20
Assigned Staff (5)	Administration & Compliance	Immediate	✓	✓	✓	✓	✓	✓	23
Additional ABA Staff Available (6)	Administration & Compliance	On-call As-needed	✓	✓	✓	✓	✓	✓	43

Project Leader

Mark Brewer is recognized as a Subject Matter Expert regarding Davis Bacon and SRF related compliance. His expertise has been utilized by federal, state and local governmental entities to resolve contractor/funding agency disputes concerning Davis Bacon and Related Acts, prime contractors to help bring them and their subcontractors into compliance after the identification of significant compliance deficiencies and serving as a trainer for numerous organizations. When this is coupled with his 26 years of demonstrated superior client management, Mr. Brewer becomes the best choice to serve the County as the Project Manager under this contract.

Specialized Expertise

In addition to funding expertise, ABA has six (6) Certified Resident Compliance Specialists (RCS) on staff. Due to the focus on Transportation, we have focused on ensuring that we have trained staff to support the needs of the County in the area of direct RCS involvement and RCS Oversight Support.

Staff Continuity

In a day and age where employees move around frequently, all of the key personnel assigned identified have a minimum of twenty (20) years working for the firm. ABA works hard to ensure that we retain the best and the brightest which is demonstrated by the tenure of these critical employees.

We have included resumes for our staff below:

ANGIEBREWER.COM
keeping your funds flowing!

Mark A. Brewer, President

Mark Brewer has been with Angie Brewer & Associates, LC for more than 32 years after having served in the U.S. Army and is a Veteran of the Gulf War in 1990-1991. He earned his Bachelor's in Business Administration from Keiser University, graduating Summa Cum Laude. Mark has also earned a Master of Business Administration (MBA) from the W. P. Carey School of Business at Arizona State University in December 2008. Mark is a Doctor of Business Administration (DBA) Candidate at Walden University. Mark has been involved with Collier County funding services since 1993.

He has extensive "hands-on" experience with federal and state grant and loan planning, application and administration. Mark has been utilized as a Subject Matter Expert and Key Informant to the Government Services Administration (GSA) based on his significant experience with federal and state funding agency regulations and requirements, including Davis-Bacon, MBE/WBE and others. Mark has over 37 years of experience in advanced computer technology including the development of Davis Bacon Compliance Monitoring software. Utilizing the software and other expertise, ABA was awarded the contract from the State of Florida to provide all the Davis Bacon oversight, monitoring, training, and other services for the Weatherization Assistance Program. Mark was the Program Manager and Chief Technical Expert for the Davis Bacon State Contract for the Florida DEO's $176 million ARRA Weatherization Assistance Program. Over the last years, he has been directly involved in all aspects of helping ABA's clients secure and manage over $12 billion in grant and loans for local government capital projects.

Education:
Master of Business Administration - Management
Bachelor of Business Administration - Management
FDOT Resident Compliance Specialist (RCS)

Training Delivered to Others:
- State SRF Conference (Multiple Years)
- Davis Bacon (Regional, Statewide, National)
- Florida State Contractor Compliance Webinars
- Davis-Bacon/EEO for New FDOT DBEs

Speaking:
- School of Government Finance – Grant/Loan Administration (Multiple Years)
- FGFOA Guest Speaker
- "Leveraging Other People's Money"
- "Making the Most of Grant Funding"
- "Simplifying Davis Bacon"

Affiliations:
-FDEP Technical Advisory Committee for the SRF Drinking Water Program
-Government Finance Officers Association

Partial List of Project Experience

Collier County – Various Transportation, Water, Wastewater, Community Development Projects
Funding: SRF, CDBG, SFWMD, TIGER, FHWA, FDOT LAP, Special Appropriations

City of Belleview Water Reclamation Facility Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Wastewater Treatment Plant Rehabilitation Project
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Water Main and Water Treatment Plant Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Wauchula Wastewater System Improvements
Funding: Clean Water State Revolving Fund Loan

State of Florida Weatherization Assistance Program - Davis-Bacon Compliance
Funding: US Department of Energy - American Reinvestment and Recovery Act

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Angie Brewer, Chief Executive Officer

Angie Brewer founded Angie Brewer & Associates, LC in July 1988. She earned her Bachelor and Master of Business Management from the University of South Florida (USF). Angie has remained very involved in the improvement of educational opportunities at USF. In recognition of her dedication and service, she received the 2012 USF National Donald A. Gifford Alumni Service Award. Angie has been assisting Collier County with funding since 1989.

Angie utilizes over 50 years of experience, education, and expertise to advise, educate and assist state and local agencies in the planning, development, implementation, management, and successful completion of financial programs for capital projects including grants, loans and other financial assistance from initial planning through the final audit. Her focus is to apply her specialized knowledge of capital project activities to issues facing governments to facilitate the least cost method of financing for projects and ensure successful problem resolution.

Education:
Masters - Business Management
Bachelors - Business Management

Training Delivered to Others:
- State SRF Conference (Multiple Years)
- "How to Guide to Funding"
- "Do(s) and Don't(s) of Funding"

Affiliations:
-DCA Small Cities CDBG Advisory Council (former)
-US Small Business Advisory Council
-Sarasota Manatee MPO
-FDEP Technical Advisory Committee for the SRF Wastewater Program
-National Government Finance Officers Association
-Florida Government Finance Officers Association

Partial List of Project Experience

Collier County – Various Transportation, Water, Wastewater, Community Development Projects
Funding: SRF, CDBG, SFWMD, TIGER, FHWA, FDOT LAP, Special Appropriations

City of Largo Wastewater Reclamation Facility Biological Treatment Improvements
Funding: Clean Water State Revolving Fund Loan

City of Miami Stormwater Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Lift Station 87 Wastewater Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Wastewater Treatment Plant Rehabilitation Project
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Water Main and Water Treatment Plant Improvements
Funding: Drinking Water State Revolving Fund Loan

City of St. Petersburg SWWRF BioSolids
Funding: Clean Water State Revolving Fund Loan

City of Wauchula Wastewater System Improvements
Funding: Clean Water State Revolving Fund Loan

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Kristin LaCross, Chief Funding Resource

Kristin LaCross is dedicated to assisting communities in successfully meeting funding requirements for all phases of a project. Kristin has been working with Angie Brewer & Associates, LC for over 20 years. She previously spent five years working for a quasi-governmental agency which focused on the revitalization and development of businesses and properties within historic downtown Savannah, Georgia.

As a member of the ABA team, Kristin has participated in all aspects of project funding including preparation and completion of planning documents, preparation and completion of grant and loan applications, project administration, funding agency compliance requirements and reporting, and project closeout/audit. Kristin has acted as the Primary Point of Contact for Collier County for several years.

Kristin possesses a wide range of project and funding experience with DOT, FHWA, State Revolving Fund Loans, Community Development Block Grants, Historic Preservation, Parks & Recreation, Federal and State Appropriations, Energy Efficiency Programs, and others.

Education:
Master of Arts – Historic Preservation
Bachelor of Arts – Art History

Accreditations/Training Completed:
- FDOT Resident Compliance Specialist (RCS)
- FDOT Contract Compliance Specialist Training
- Local Agency Program Workshop (FDOT BT-05-0151)
- Title VI FHWA Training

Partial List of Project Experience

Collier County – Various Transportation, Water, Wastewater, Community Development Projects
Funding: SRF, CDBG, SFWMD, TIGER, FHWA, FDOT LAP, Special Appropriations

City of Belleview Water Reclamation Facility Improvements
Funding: Clean Water State Revolving Fund Loan

City of Fort Myers Drinking Water Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Fort Myers Central AWWTF Deep Injection Well
Funding: Clean Water State Revolving Fund Loan

City of Largo Wastewater Reclamation Facility Biological Treatment Improvements
Funding: Clean Water State Revolving Fund Loan

City of Miami Stormwater Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Lift Station 87 Wastewater Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Wastewater Treatment Plant Rehabilitation Project
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Water Main and Water Treatment Plant Improvements
Funding: Drinking Water State Revolving Fund Loan

Town of Fort Myers Beach Stormwater Improvements
Funding: Clean Water State Revolving Fund Loan

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Brandy Misiewicz, Senior Funding Coordinator

Brandy Misiewicz has been active in manufacturing, construction, non-profit, and agricultural industries for a combined 20 years and brings her experience to Angie Brewer and Associates, LC. She supports a variety of administrative and operational roles. She earned her Associate's Degree at South Florida State College and her Bachelor's degree with a concentration in Management from Western Governors University. As a Senior Funding Coordinator at Angie Brewer and Associates, LC., Brandy is involved in a variety of tasks that support operations and the overall funding process.

Focus Areas:
Planning, Application Development and Submittal
Pre-Construction Requirements
Contractor Processing, Payment and Reporting
Grantor Agency Reporting and Submittal Requirements
Monitoring for Compliance
Program Coordination

Education:
Associate of Arts – South Florida State College
Bachelor of Science in Business Administration – Western Governors University
FDOT Resident Compliance Specialist (RCS)

Partial List of Project Experience

Collier County – Various Transportation Projects
Funding: TIGER, FHWA, FDOT LAP

City of Belleview Water Reclamation Facility Improvements
Funding: Clean Water State Revolving Fund Loan

City of Largo Wastewater Reclamation Facility Biological Treatment Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Lift Station 87 Wastewater Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Wastewater Treatment Plant Rehabilitation Project
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Water Main and Water Treatment Plant Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Wauchula Wastewater System Improvements
Funding: Clean Water State Revolving Fund Loan

Town of Fort Myers Beach Joint Outfalls-Side Streets
Funding: Clean Water State Revolving Fund Loan

Town of Fort Myers Beach Stormwater Improvements
Funding: Clean Water State Revolving Fund Loan

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Yolanda Grijalva, Senior Project Manager

Yolanda Grijalva has over 22 years of experience with administration, management and operations. She has earned a Bachelor of Science in Finance at the University of South Florida and plans to continue on to obtain her MBA. Yolanda leads with a strong sense of compliance and helpfulness to others.

As a Senior Project Manager at Angie Brewer & Associates, LC, Yolanda is involved in all aspect of the funding process from concept to closeout. Her experience includes federal and state grant and loan planning, application and administration.

Focus Areas:
Planning, Application Development and Submittal
Pre-Construction Requirements
Contractor Processing, Payment and Reporting
Grantor Agency Reporting and Submittal Requirements
Monitoring for Compliance
Program Coordination

Education:
Associate of Arts
Bachelor of Science in Finance

Partial List of Project Experience

Collier County – Various Transportation Projects
Funding: TIGER, FHWA, FDOT LAP

City of Largo Wastewater Reclamation Facility Biological Treatment Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Lift Station 87 Wastewater Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Wastewater Treatment Plant Rehabilitation Project
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Water Main and Water Treatment Plant Improvements
Funding: Drinking Water State Revolving Fund Loan

City of St. Petersburg SWWRF BioSolids
Funding: Clean Water State Revolving Fund Loan

City of Wauchula Wastewater System Improvements
Funding: Clean Water State Revolving Fund Loan

City of Wauchula Drinking Water Resiliency
Funding: Drinking Water State Revolving Fund Loan

City of Winter Haven Wastewater System Improvements
Funding: Clean Water State Revolving Fund Loan

Town of Fort Myers Beach Estero Phase 2
Funding: Drinking Water State Revolving Fund Loan

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Cora Brewer, Project Manager

Cora Brewer has been a member of the ABA team for 10 years, during which she has been involved in multiple types of projects across various funding sources. She has extensive experience with Davis Bacon Compliance. Cora started with ABA as an administrative assistant and has become highly involved with Clean Water SRF Loans. She has also risen through the ranks and excels in Davis-Bacon, AIS and BABA compliance. As a project manager at Angie Brewer and Associates, LC., Cora is involved in a variety of tasks that support operations and the overall funding process. Cora has been assisting with Collier County funding since 2015.

Focus Areas:
Pre-Construction Requirements
Contractor Processing, Payment and Reporting
Grantor Agency Reporting and Submittal Requirements
Monitoring for Compliance
Program Coordination

Training Completed:
FDOT Resident Compliance Specialist (RCS)
Domestic Preference Compliance – AIS/BABA

Partial List of Project Experience

Collier County – Various Transportation Projects
Funding: TIGER, FHWA, FDOT LAP

City of Belleview Water Reclamation Facility Improvements
Funding: Clean Water State Revolving Fund Loan

City of Daytona Beach Drinking Water Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Dunedin Water Treatment Plant Refurbishment Project
Funding: Drinking Water State Revolving Fund Loan

City of Fort Myers Drinking Water Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Fort Myers Central AWWTF Deep Injection Well
Funding: Clean Water State Revolving Fund Loan

City of Lakeland English Oaks Wastewater Treatment Plant Improvements
Funding: Clean Water State Revolving Fund Loan

City of Largo Wastewater Reclamation Facility Biological Treatment Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Lift Station 87 Wastewater Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Wastewater Treatment Plant Rehabilitation Project
Funding: Clean Water State Revolving Fund Loan

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Donita Gilchrist, Senior Compliance Specialist

After 24 years in the medical industry, Donita brings decades of compliance experience to federal and state funding such as the SRF Loan Program. She has a can-do attitude that sets the bar high for productivity. She also brings leadership experience and inspires our compliance specialists to be quality focused. As a Senior Compliance Specialist at Angie Brewer and Associates, LC., Donita is involved in a variety of tasks that support operations and the overall funding process.

Focus Areas:
Planning, Application Development and Submittal
Pre-Construction Requirements
Contractor Processing, Payment and Reporting
Grantor Agency Reporting and Submittal Requirements
Monitoring for Compliance
Program Coordination

Training Completed:
Associates of Science - Radiological
FDOT Resident Compliance Specialist (RCS)
Domestic Preference Compliance – AIS/BABA

Partial List of Project Experience

Collier County – Various Transportation Projects
Funding: TIGER, FHWA, FDOT LAP

City of Daytona Beach Drinking Water Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Dunedin Water Treatment Plant Refurbishment Project
Funding: Drinking Water State Revolving Fund Loan

City of Fort Myers Drinking Water Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Fort Myers Central AWWTF Deep Injection Well
Funding: Clean Water State Revolving Fund Loan

City of Largo Wastewater Reclamation Facility Biological Treatment Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Wastewater Treatment Plant Rehabilitation Project
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Water Main and Water Treatment Plant Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Wauchula Wastewater System Improvements
Funding: Clean Water State Revolving Fund Loan

Town of Fort Myers Beach Stormwater Improvements
Funding: Clean Water State Revolving Fund Loan

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Breanna Saldierna, Compliance Specialist

Breanna applies her years of experience and high-level attention to detail to every task. Her excitement about making sure all contractors are in compliance with Davis-Bacon Act requirements is evident in her day-to-day approach to tasks. Breanna is a significant asset to the Compliance Team. As a Compliance Specialist at Angie Brewer and Associates, LC., Breanna is primarily involved in Davis-Bacon, AIS and BABA compliance for SRF Loan funded projects.

Focus Areas:
Contractor Processing, Payment and Reporting
Grantor Agency Reporting and Submittal Requirements
Monitoring for Compliance
Program Coordination

Training Completed:
FDOT Resident Compliance Specialist (RCS)
Domestic Preference Compliance – AIS/BABA

Partial List of Project Experience

Collier County – Various Transportation Projects
Funding: TIGER, FHWA, FDOT LAP

City of Belleview Water Reclamation Facility Improvements
Funding: Clean Water State Revolving Fund Loan

City of Daytona Beach Drinking Water Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Fort Myers Drinking Water Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Fort Myers Central AWWTF Deep Injection Well
Funding: Clean Water State Revolving Fund Loan

City of Lakeland Wastewater Treatment Plant Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Lift Station 87 Wastewater Improvements
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Wastewater Treatment Plant Rehabilitation Project
Funding: Clean Water State Revolving Fund Loan

City of Sarasota Water Main and Water Treatment Plant Improvements
Funding: Drinking Water State Revolving Fund Loan

City of Wauchula Wastewater System Improvements
Funding: Clean Water State Revolving Fund Loan

Town of Fort Myers Beach Stormwater Improvements
Funding: Clean Water State Revolving Fund Loan

Collier County
Procurement Services Division

Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation**.** The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 10 day of July, 2025 in the County of Manatee, in the State of Florida.

Firm's Legal Name:	Angie Brewer & Associates, L.C.
Address:	5620 Tara Blvd., Suite 102
City, State, Zip Code:	Bradenton, FL 34203
Florida Certificate of Authority Document Number	L01000000134
Federal Tax Identification Number	65-1073934
*CCR # or CAGE Code *Only if Grant Funded	666P4
Telephone:	941-756-5800
Email:	president@angiebrewer.com
Signature by: (Typed and written)	Mark A. Brewer Digitally signed by Mark A. Brewer DN: cn=Mark A. Brewer, o=Angie Brewer & Associate, LC, email=president@angiebrewer.com, c=US Date: 2025.07.23 21:41:54 -04'00' Adobe Acrobat version: 2025.001.20577
Title:	President

Additional Contact Information

Send payments to:
(required if different from above)
Same as above
Company name used as payee
Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

Office servicing Collier County to place orders
(required if different from above)
Same as above
Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

Collier County

Procurement Services Division

Form 2: Conflict of Interest Certification Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Angie Brewer & Associates, L.C.
Company Name

Signature

Mark A. Brewer, President
Print Name and Title

State of Florida

County of Manatee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of July (month), 2025 (year), by Mark A. Brewer (name of person acknowledging).

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR ~~Produced Identification~~

N/A
Type of Identification Produced

YOLANDA GRIJALVA
Notary Public
State of Florida
Comm# HH226593
Expires 2/9/2026

Collier County

Procurement Services Division

Form 3: Immigration Affidavit Certification

This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (https://www.e-verify.gov/), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the County's Notice of Recommend Award.*

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s), that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

Angie Brewer & Associates, L.C.
Company Name

Signature

Mark A. Brewer, President
Print Name and Title

State of Florida

County of Manatee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of July (month), 2025 (year), by Mark A. Brewer (name of person acknowledging).

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR ~~Produced Identification~~

N/A
Type of Identification Produced

YOLANDA BRUALLA
Notary Public
State of Florida
Comm # HH226593
Expires 2/9/2026

Collier County

Procurement Services Division

Form 4 Reference Questionnaire

(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 25-8379

Reference Questionnaire for:
Angie Brewer & Associates, LC

(Name of Company Requesting Reference Information)
Mark A. Brewer

(Name of Individuals Requesting Reference Information)

Name: Marge Strausbaugh
(Evaluator completing reference questionnaire)

Company: City of Belleview
(Evaluator's Company completing reference)

Email: mstrausbaugh@belleviewfl.org FAX: Telephone: 352-245-7021 ext. 2117

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Various Completion Date: 1995- Current

Project Budget: $35.9 M ($8.25 M Principal Forgiveness) Project Number of Days: 1,200 Days

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

Collier County

Procurement Services Division

Form 4 Reference Questionnaire

(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 25-8379

Reference Questionnaire for:
Angie Brewer & Associates, LC

(Name of Company Requesting Reference Information)
Mark Brewer

(Name of Individuals Requesting Reference Information)

Name: Audrie oodwin
(Evaluator completing reference questionnaire)

Company: Cape Coral
(Evaluator's Company completing reference)

Email: agoodwin@capecoral.gov FAX: Telephone: (239) 242-3656 ext. 3656

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: North 1 EP-D , , S , IQ, Etc. Completion Date: Ongoing

Project Budget: $32 Million Awarded Project Number of Days: 1,200

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

Collier County

Procurement Services Division

Form 4 Reference Questionnaire

(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 25-8379

Reference Questionnaire for:
Angie Brewer & Associates, LC

(Name of Company Requesting Reference Information)
Mark A. Brewer

(Name of Individuals Requesting Reference Information)

Name: Debbie Daugherty
(Evaluator completing reference questionnaire)

Company: ainesville Regional tilities
(Evaluator's Company completing reference)

Email: daughertydd@gru.com FAX: Telephone: 352-393-1622

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: MS RF rant

Completion Date: Current

Project Budget: $36 Million

Project Number of Days: 660 Days

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

Collier County

Procurement Services Division

Form 4 Reference Questionnaire

(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 25-8379

Reference Questionnaire for:
Angie Brewer & Associates, LC

(Name of Company Requesting Reference Information)
Mark A. Brewer

(Name of Individuals Requesting Reference Information)

Name: erald oloszynski
(Evaluator completing reference questionnaire)

Company: City of Largo
(Evaluator's Company completing reference)

Email: jwoloszy@largo.com FAX: Telephone: 727-587-6713

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Treatment Plant pgrade -Biological Treatment Improvements

Completion Date: 11/2023

Project Budget: $57.7 M

Project Number of Days: 1,530

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

Collier County

Procurement Services Division

Form 4 Reference Questionnaire

(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 25-8379

Reference Questionnaire for:
Angie Brewer & Associates, LC

(Name of Company Requesting Reference Information)
Mark Brewer

(Name of Individuals Requesting Reference Information)

Name: eorges Nicolas
(Evaluator completing reference questionnaire)

Company: City of Sarasota, FL
(Evaluator's Company completing reference)

Email: eorges.Nicolas@SarasotaFL.gov FAX: Telephone: (941) 263-6136

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: C /D SRF ater and Improvements

Completion Date: 02/01/2029

Project Budget: $113 Million

Project Number of Days: 1,320

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

Georges M Nicolas Date: 2025.06.27 12:14:54 -04'00'

Collier County

Procurement Services Division

Form 4 Reference Questionnaire

(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 25-8379

Reference Questionnaire for:
Angie Brewer & Associates, LC

(Name of Company Requesting Reference Information)
Mark Brewer

(Name of Individuals Requesting Reference Information)

Name: Olivia Minshew, City Manager
(Evaluator completing reference questionnaire)

Company: City of auchula
(Evaluator's Company completing reference)

Email: ominshew@cityofwauchula.com FAX: Telephone: (863) 773-3131

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Various rants and SRF Loans

Completion Date: Ongoing

Project Budget: $42 Million

Project Number of Days: 2,160

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

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the County harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: 1) The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Buy Clean: The County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the County encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The County must obtain written permission from Department of Homeland Security prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Domestic Preference for Procurements: The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this section: ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Build America, Buy America Act (BABAA): FEMA Public Assistance Funding is not subject to Buy America preference pursuant the following guidance: Programs and Definitions: Build America, Buy America Act | FEMA.gov

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data

required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Prohibition on Covered Telecommunications Equipment or Services: (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(3) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Providing Good, Safe Job to Workers: Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Socioeconomic Contracting: The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible. Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors must sign and submit a debarment certification to the County with each bid or offer. See Certifications and Assurances and the end of this document.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired — a) Competitively within a timeframe providing for compliance with the contract performance schedule; b) Meeting contract performance requirements; or c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the County who in turn will forward the certification(s) to the federal agency.

Contractors must sign and submit a lobbying certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the

District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) (ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part."

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

Construction Activities
This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent this Agreement meets this definition, Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with authorized procedures, and such other sanctions may be imposed and remedies invoked as by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the above applicable provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect

to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9) The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

10) The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

11) The County further agrees that it will refrain from entering into any contract or contract modification with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to any applicable Executive Order and will carry out such sanctions and penalties for violation of any applicable clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracting: Contractor acknowledges that if Contractor intends to enter into subcontracts for any portion of the work under this Agreement, Contractor may take the affirmative steps described in 2 C.F.R. § 200.321 to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are solicited when possible, to the extent doing so is consistent with applicable local, State, and Federal law.

Implementing the above provisions for new contracts should at least demonstrate that the County is trying to comply with the ever-evolving rules and regulations, and as of now, we think this is enough. I'll make sure I keep you updated on any other actions that might become necessary in the future.

Trafficking in Persons: The contractor agrees that it and its employees that participate in the COUNTY'S Award, may not: (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect; (b) Procure a commercial sex act during the period of time that the COUNTY'S Award is in effect; or (c) Use forced labor in the performance of the COUNTY'S Award or subagreements thereunder.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

Notice to FTA : If a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the County is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The County must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Angie Brewer & Associates, L.C.

Date 7/23/2025

Authorized Signature _____

COLLIER COUNTY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mark A. Brewer
Name

WK2TJJ9U12H1
SAM.gov Unique Entity ID (UEI) Number

President
Title

666P4
CAGE Number

Angie Brewer & Associates, L.C.
Firm

5620 Tara Blvd., Suite 102, Bradenton, FL 34203
Street Address, City, State, Zip

Signature

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
Angie Brewer & Associates, L.C.	65-1073934	TBD

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN Y [N] DBE? [Y] N MBE? Y [N] WBE? [Y] N SDB 8A? Y [N]	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y [N] CONSULTATION? [Y] N OTHER? [Y] N
IS THIS SUBMISSION A REVISION?	Y [N]	IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
	N/A				
			TOTALS		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Mark A. Brewer	7/23/2025	President
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
president@angiebrewer.com	941-756-5800	

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Angie Brewer & Associates, L.C.
Contractor (Firm Name)

Signature of Contractor's Authorized Official

Mark A. Brewer, President
Name and Title of Contractor's Authorized Official

7/23/2025
Date

State of Florida
Department of State

I certify from the records of this office that ANGIE BREWER & ASSOCIATES, L.C. is a limited liability company organized under the laws of the State of Florida, filed on January 3, 2001, effective January 2, 2001.

The document number of this limited liability company is L01000000134.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on April 30, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of July, 2025



Secretary of State

Tracking Number: 4298936563CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Company ID Number: 390766

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Angie Brewer & Associates, LC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 390766

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 390766

Approved by:

Employer Angie Brewer & Associates, LC	
Name (Please Type or Print) Angie Brewer	Title
Signature Electronically Signed	Date 02/08/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/08/2011

Company ID Number: 390766

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Angie Brewer & Associates, LC
Company Facility Address	9080 58th Dr E Suite 200 Bradenton, FL 34202
Company Alternate Address	
County or Parish	MANATEE
Employer Identification Number	651073934
North American Industry Classification Systems Code	813
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 390766

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 390766

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Mark Brewer
Phone Number	(941) 756 - 5800
Fax Number	(866) 975 - 6748
Email Address	president@angiebrewer.com

Name	Angie Brewer
Phone Number	(941) 757 - 4300
Fax Number	(866) 975 - 6748
Email Address	ceo@angiebrewer.com

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Angie Brewer & Associates, LC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

5620 Tara Blvd., Suite 102

6 City, state, and ZIP code

Bradenton, FL 34203

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

6	5	–	1	0	7	3	9	3	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  Digitally signed by Mark A. Brewer DN: cn=Mark A. Brewer, o=Angie Brewer & Associate, LC, email=president@angiebrewer.com, c=US Date: 2025.07.23 23:53:20 -04'00' Adobe Acrobat version: 2025.001.20577 **Date** 7/23/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Collier County

Procurement Services Division

Addendum 1

Date: uly 24, 2025

From: Dania uerrero, Procurement Strategist

Email: dania.guerrero@colliercountyfl.gov

Telephone: (239) 252-7989

To: Interested Bidders

Subject: Addendum 1 Solicitation 25-8379 Loan and/or rant Acquisition and Compliance Services

The following clarifications are issued as an addendum:

C A E 1: Proposal Submission Deadline as been e tended.

The Proposal Submission Deadline has been changed from ~~uly 24, 2025, at 3:00 pm EST~~ to ul 31 2025 at 3:00 pm EST.

If you require additional information, please post a question on our Open ov (https://procurement.opengov.com/portal/collier-county-fl) bidding platform under the solicitation for this project.

Please si n belo and return a cop of t is Addendum it our submittal for t e above referenced solicitation.

Digitally signed by Mark A. Brewer
DN: cn=Mark A. Brewer, o=Angie Brewer & Associate, LC, email=president@angiebrewer.com, c=US
Date: 2025.07.24 14:55:19 -04'00'
Adobe Acrobat version: 2025.001.20577

7/24/2025

(Signature) Date

Angie Brewer & Associates, LC

(Name of Company

State of Florida

Woman Business Certification

Angie Brewer & Associates, L.C.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

07/16/2025 to 07/16/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
endor : AN B & ASS C A S LC

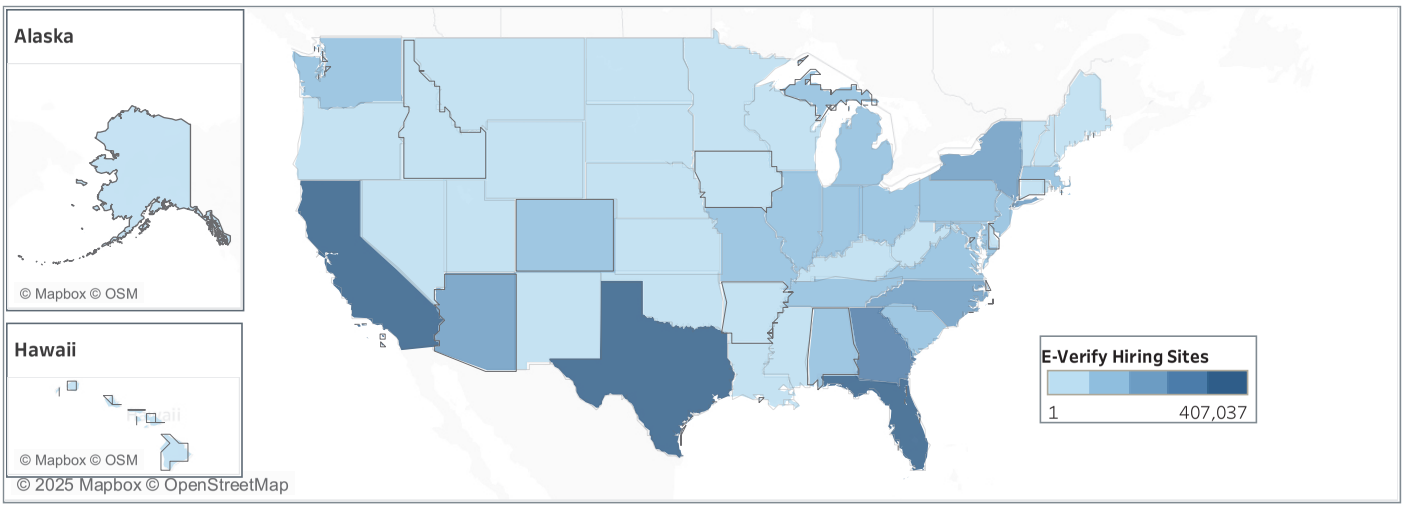
Vendor Name: N R R SS C S C
: CERTIFIED : CERTIFIED C Status: N S : N ail State ide: Y

usiness escri tion: DAVIS BACON COMPLIANCE SERVICES AND GRANT APPLICATION/ADMINISTRATION

ailin ddress: 9104 58TH DRIVE EAST
BRADENTON FL 34202

Contact Name: ANGIE BREWER one: (941)756-5800 a : (941)756-0804
mail: CEO@ANGIEBREWER.COM eb Site:

Certified N CS
541611 Administrative Management and General Management Consulting Services
541618 Other Management Consulting Services



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by **Last Updated Date** in descending order and default filtered to show employers enrolled **this year**]

Business Name [Input Employer's legal name or DBA name]
Contains "Angie Brewer & Associates"

Industry Type
All

Account Status
- [x] Open
- [x] Terminated

Opted into E-Verify+
- [x] No
- [x] Yes

State/Territory
All

Date Enrolled [Select last 30 years for all data]
01/01/1996 to 12/31/2025

Total Records Filtered: 1

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size	Hiring Site Locations	
2/24/2020	Angie Brewer & Associates, LC		Open	No	2/8/2011		10 to 19	FL	1

Collier County

Procurement Services Division

COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSAL (RFP)

FOR

LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES

SOLICITATION NO.: 25-8379

DANIA GUERRERO, PROCUREMENT STRATEGIST
PROCUREMENT SERVICES DIVISION
3295 TAMIAMI TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
TELEPHONE: (239) 252-7989
Dania.guerrero@colliercountyfl.gov (Email)

Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

SOLICITATION PUBLIC NOTICE

REQUEST FOR PROPOSAL (RFP) NUMBER:	**25-8379**
PROJECT TITLE:	**LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES**
PRE-PROPOSAL CONFERENCE:	**N/A**
LOCATION:	**N/A**
DUE DATE:	**July 24, 2025 @ 3:00 PM (EST)**
PLACE OF RFP OPENING:	**PROCUREMENT SERVICES DIVISION** **3295 TAMIAMI TRAIL EAST, BLDG C-2** **NAPLES, FL 34112**

All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System: https://procurement.opengov.com/portal/collier-county-fl.

INTRODUCTION

As requested by the Transportation Management Services Department (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining proposals from interested and qualified Vendors (also referred to as "Proposers") in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance. Historically, County departments have spent approximately $600,000; however, this may not be indicative of future buying patterns.

BACKGROUND

Collier County Transportation Management Services Department is seeking the non-exclusive services of a Loan and/or Grant Acquisition and Compliance Services professional to provide training, planning, solicitation assistance, documentation, monitoring, and other related services pertaining to the administration of Federal, State, or other potential loans and grants i.e. state revolving funds (SRF) or loans.

TERM OF CONTRACT

The contract term, if an award(s) is/are made is intended to be for three (3) years with two (2) one (1) year renewals. Prices shall remain firm for the initial term of this contract.

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

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

DETAILED SCOPE OF WORK

The Vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated herein.

Collier County is seeking a provider of these services which may consist of, but shall not be limited to, research, grant writing, application assistance, compliance training, oversight of funding-related projects, documentation of fund disbursement, monitoring and documentation of compliance, close-out coordination and assistance, and draft preparation of audit requirements. The County expects that the successful vendor shall conduct research, and draft and present to the County for final review and approval, any, and all documents as described in each of the following six services.

The County foresees utilizing the successful Vendor for the following six services.

1. **Planning, Application Development and Submittal**
   a. Review of project concept and design.
   b. Review budget for grant eligibility and approval.
   c. Provide cost benefit analyses.
   d. Assist in negotiation and review of funding agreements.
   e. Draft and coordinate legal ads and recording of Board of County Commissioner's Resolutions.
   f. Assist and participate in presentations to the Board of County Commissioners.
   g. Work directly with County Attorney and Grant Compliance Office on required reviews.
   h. Work with prospective Grantors in support of application.
   i. Prepare and submit applications.
   j. Provide assistance in updating the County's Grant Administration Handbook.
   k. Provide training to selected County staff in grant writing, research to insure appropriate and responsive interface with County, State and Federal Agencies.
   l. Develop and provide training of 2 CFR Part 200 compliance with inclusion of County procedures and practices.
   m. Research and collaborate with County divisional staff on new funding opportunities.

2. **Pre-Construction Requirement**
   a. Organize applicable plans and submit documentation to the funding source provider for contract award.
   b. Assist in providing information to potential respondents on loan and/or grant requirements.
   c. Provide assistance and compliance training during the bidding phase in accordance with requirements.
   d. Provide support at public hearing meetings, including presentations to the Board of County Commissioners.
   e. Provide required bid and other documents for loans/grants such as but not limited to independent cost estimates and cost/price analysis.
   f. Independently process forms requiring County management's review and approval, i.e., "Authorized Representative Site Certification."

3. **Contractor Processing, Payment and Reporting**
   a. Assist in the review of payment applications/invoices (including stored materials when applicable).
   b. Provide cost identification and data entry for loan and/or grant eligibility prior to release of funds.

4. **Grantor Agency Reporting and Submittal Requirements**
   a. Accumulate data for calculation of request for funds.
   b. Prepare and submit as directed by the County, documentation required to support the request for funds.
   c. Prepare final request forms and packages.
   d. Review detailed data of grant/loan funds available for amendments.
   e. Monitor funds requested and cash flow management for loan and/or grant compliance.
   f. Prepare Capital Financing Plan.
   g. Prepare documents for inclusion of specific project.
   h. Prepare environmental support documentation as required by the regulations of the federal or state grant program at the appropriate level for the project to obtain grantor environmental clearance.
   i. Prepare periodic status reports, frequency to be determined on a project-by-project basis.
   j. Coordinate with other potential funding source providers.
   k. Coordinate responses to Regulators and Auditors questions through Corporate Financial & Management Services and/or Fiscal and Grants Services staff.

5. **Monitoring for Compliance**
   a. Review and monitor Florida Certified Minority-Owned Business Enterprises (MBE), Woman-Owned Business Enterprises. (WBE), and Disadvantaged Business Enterprise (DBE) participation (as well as any other required socioeconomic classes) to track and/or report the actual level of participation.
   b. Provide assistance with MBE/WBE/DBE status revisions.
   c. Perform Commercially Useful Function reviews in relation to DBE monitoring.
   d. Perform Davis-Bacon Act monitoring to ensure weekly certified payroll compliance and EEO requirements when applicable.
   e. Perform Build AmericaBuy American Act (BABA) or Buy America/n Acts (BAA) monitoring when applicable.
   f. Monitor grants/loans contractual requirements as determined and provide monthly status updates.

6. **Program Coordination**
   a. Schedule and participate in program coordination meetings.
   b. Participate in Pre-Construction meetings to review grant compliance requirements passed on to Third Parties such as the Davis Bacon Act.
   c. Review draft change orders for eligibility.
   d. Coordinate submittals to funding source of change orders and documentation.
   e. Assist in contract, project and report closeout including final amendment.
   f. Assist with preparation of documentation for audit of project/program.

g. Project close-out assistance with the appropriate grantor agency/agencies and external auditors.
h. Work directly with consultants to obtain required engineering documentation.

REQUEST FOR PROPOSAL (RFP) PROCESS

1.1 The Proposers will submit a qualifications proposal which will be scored based on the criteria in Evaluation Criteria for Development of Shortlist, which will be the basis for short-listing firms.

The Proposers will need to meet the minimum requirements outlined herein in order for their proposal to be evaluated and scored by the COUNTY. The COUNTY will then score and rank the firms and enter into negotiations with the top ranked firm to establish cost for the services needed. The COUNTY reserves the right to issue an invitation for oral presentations to obtain additional information after scoring and before the final ranking. With successful negotiations, a contract will be developed with the selected firm, based on the negotiated price and scope of services and submitted for approval by the Board of County Commissioners.

1.2 The COUNTY will use a Selection Committee in the Request for Proposal selection process.

1.3 The intent of the scoring of the proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.

1.4 The intent of the oral presentations, if deemed necessary, is to provide the vendors with a venue where they can conduct discussions with the Selection Committee to clarify questions and concerns before providing a final rank.

1.5 Based upon a review of these proposals, the COUNTY will rank the Proposers based on the discussion and clarifying questions on their approach and related criteria, and then negotiate in good faith an Agreement with the top ranked Proposer.

1.6 If, in the sole judgment of the COUNTY, a contract cannot be successfully negotiated with the top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the firm ranked second. If a contract cannot be successfully negotiated with the firm ranked second, negotiations with that firm will be formally terminated and negotiations shall begin with the third ranked firm, and so on. The COUNTY reserves the right to negotiate any element of the proposals in the best interest of the COUNTY.

RESPONSE FORMAT AND EVALUATION CRITERIA FOR DEVELOPMENT OF SHORTLIST:

1.7 For the development of a shortlist, this evaluation criterion will be utilized by the COUNTY'S Selection Committee to score each proposal. Proposers are encouraged to keep their submittals concise and to include a minimum of marketing materials. Proposals must address the following criteria:

Evaluation Criteria	Maximum Points
1. Cover Letter / Management Summary	5 Points
2. Business Plan	20 Points
3. Cost of Services to the County	25 Points
4. Experience and Capacity of the Firm	25 Points
5. Specialized Expertise of Team Members	25 Points
TOTAL POSSIBLE POINTS	**100 Points**

Tie Breaker: In the event of a tie at final ranking, award shall be made to the proposer with the lower volume of work previously awarded. Volume of work shall be calculated based upon total dollars paid to the proposer in the twenty-four (24) months prior to the RFP submittal deadline. Payment information will be retrieved from the County's financial system of record. The tie breaking procedure is only applied in the final ranking step of the selection process and is invoked by the Procurement Services Division Director or designee. In the event a tie still exists, selection will be determined based on random selection by the Procurement Services Director before at least three (3) witnesses.

Each criterion and methodology for scoring is further described below.

*****Proposals must be assembled, at minimum, in the order of the Evaluation Criteria listed or your proposal may be deemed non-responsive*****

EVALUATION CRITERIA NO. 1: COVER LETTER/MANAGEMENT SUMMARY (5 Total Points Available)

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

EVALUATION CRITERIA NO. 2: BUSINESS PLAN (20 Total Points Available)

In this criteria, include but not limited to:

- Planning and Application Development
- Pre-Construction Requirement
- Contractor Processing, Payment and Reporting
- Agency Reporting and Request for Funds
- Monitoring for Compliance
- Program Coordination

EVALUATION CRITERIA NO. 3: COST OF SERVICES TO THE COUNTY (25 Total Points Available)

In this criteria, include but not limited to:

For all services, please provide a proposed fee schedule of principals and staff (including sub-consultants). Fee schedule pricing shall be inclusive of all costs and shall be full compensation for all services, labor, tools, equipment, local travel (within Lee and Collier County) and any other items required for project completion and/or completion of services. Travel expenses outside of Lee and Collier County shall be reimbursed at the rates used by Collier County for its employees as per Section 112.061 Florida Statute.

- Initial pricing is for evaluation purposes and is subject to change during negotiations with the selected Vendor.

EVALUATION CRITERIA NO. 4: EXPERIENCE AND CAPACITY OF THE FIRM (25 Total Points Available)

In this criteria, include but not limited to:

- Provide the number of state revolving funds (SRF) loans you have helped clients execute over the last 5 years (10/1/2019 – 9/30/2024 that were over $3 million in project costs.
- Provide at least two examples.
  a. Of the total number provided in response #1 above, how many SRF loans were for Transportation
  b. Of the total number provided in response #1 above, how many SRF loans were for Transportation
- Please identify your success rate of grant applications approved (in both number and percentage format; for example: 68/100 = 68.0%).
- What type of grant compliance and reporting to local, state and federal agencies represents the largest percentage of your grant work? What types of grants does your company work on?
- During the last five years, what is your track record for post-award audit?
- Provide the number of years the company has been conducting research, designing, drafting and presenting to the companies for final review and approval, any, and all documentation as described in the six services identified in this solicitation.

The County requests that the vendor submits no fewer than three (3) and no more than ten (10) completed reference forms from clients during a period of the last 5 years whose projects are of a similar nature to this solicitation as a part of their proposal. Provide information on the projects completed by the Proposer that best represent projects of similar size, scope and complexity of this project using form provided in Form 5. Proposers may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the information to assess the experience of the Proposer on relevant project work.

EVALUATION CRITERIA NO. 5: SPECIALIZED EXPERTISE OF TEAM MEMBERS (25 Total Points Available)

In this criteria, include but not limited to:

- Identify the firm's transition plan should a vacancy occur in one of the key project positions.
- Provide information that documents your firm's personnel assigned to this contract as requested below:
  a. Provide the number of years of SRF and grant compliance experience that the project manager(s) assigned to this contract has/have in the scope of work identified by the County. Attach resume(s).
  b. Provide the number of SRF water loans that the project manager has coordinated.
  c. Provide the number of SRF wastewater loans that the project manager has coordinated.
  d. Identify the number of fulltime equivalents that will be assigned to Collier County from the firm. (Fulltime is defined as 100% assigned to Collier County.) (Attach resumes.)
  e. Identify the number of part-time equivalents that will be assigned to Collier County from the firm. (Part-time is defined as 50% or less assigned to the Collier County account.) (Attach resumes.)

VENDOR CHECKLIST

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-274**

1. **Request:**

Meeting Date: February 2, 2026

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN COUNCIL'S POLICIES AND PROCEDURES MANUAL TO ADD SECTION 13 FOR THE INTERVIEW/SELECTION PROCESS FOR APPOINTMENT TO A VACANT TOWN COUNCIL SEAT IN THE EVENT OF A DECLARATION OF A VACANCY CONSISTENT WITH SECTION 4.06 OF THE TOWN OF FORT MYERS BEACH CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Amending the Town Council Policies and Procedures to add Section 13, establishing an Interview and Selection Process for appointment to a vacant Town Council seat, is necessary to provide a consistent and transparent framework for filling vacancies.

What the action accomplishes:

Adoption of this Resolution promotes public participation and is in the best interest of the Town and its residents.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolutoin	Talissa Oliveira, Human Resources Director

5. **Background:**

In the recent past, the Town Council has amended its Policies and Procedures Manual with approval of Resolutions 23-182 and 24-178 and now desires to further amend its Policies and Procedures to provide for a uniform and transparent process for the appointment of individuals to fill vacancies consistent with Section 4.06 of the Town of Fort Myers Beach Town Charter.

Attachments:

1. 26-035 Res Amending Procedural Rules to Add Appointment Procedures to Fill Vacancies on the Town Council

Financial Impact:

N/A

6. **Alternative Action**

7. **Management Recommendations:**

To amend the Town Council Policies and Procedures Manual to add Section 13 for the Interview/Selection Process for Appointment to a Vacant Town Council seat in the event of a declaration of a vacancy consistent with section 4.05 of the Town of Fort Myers Beach Charter.

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 1/23/2026
Talissa Oliveira, Human Resources Director	Approved - 1/23/2026
nancy stuparich, Town Attorney	Approved - 1/25/2026
Amy Baker, Town Clerk	Approved - 1/26/2026
William McKannay, Town Manager	Final Approval - 1/26/2026

RESOLUTION NUMBER 26-035

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN COUNCIL'S POLICIES AND PROCEDURES MANUAL TO ADD SECTION 13 FOR THE INTERVIEW/SELECTION PROCESS FOR APPOINTMENT TO A VACANT TOWN COUNCIL SEAT IN THE EVENT OF A DECLARATION OF A VACANCY CONSISTENT WITH SECTION 4.06 OF THE TOWN OF FORT MYERS BEACH CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

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

WHEREAS, in the recent past, the Town Council has amended its Policies and Procedures Manual by approval of Resolutions 23-182 and 24-178 and now desires to further amend its Policies and Procedures to provide for a uniform and transparent process for the appointment of individuals to fill vacancies consistent with Section 4.06 of the Town of Fort Myers Beach Town Charter; and

WHEREAS, adoption of this Resolution promotes public participation and is in the best interest of the Town and its residents.

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

Section 1. The foregoing "Whereas" clauses are ratified and confirmed as being true and correct, are the legislative and administrative findings of the Town Council and made a specific part of this Resolution.

Section 2. Section 13 as provided in Exhibit A shall be added to the Town Council's Policies and Procedures Manual and is approved.

Section 3. This Resolution shall take effect immediately upon its adoption by the Town Council.

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by Council Member _____ and seconded by Council Member _____,

and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John King, Council Member	___
Rebecca Link, Council Member	___
Vacant, Council Member	___

ADOPTED this ____ day of _____ 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2026.

EXHIBIT "A"

13. Interview/Selection Process for Vacant Town Council Seats
When a vacancy occurs on the Town Council, the Town Council shall appoint a qualified individual to fill the unexpired term. In order to promote consistency and compliance with Florida's Government-in-the-Sunshine Law, the following interview and appointment process shall be utilized.

The interview and appointment process shall be conducted during a publicly noticed meeting, and all proceedings, discussions, and deliberations shall occur in the Sunshine.

INTERVIEW PROCESS FOR APPOINTMENT TO VACANT COUNCIL SEAT
The Town Clerk shall administer the interview process on behalf of the Town Council.

PUBLIC COMMENT
Prior to candidate interviews, public comment shall be permitted on the candidates in accordance with the Town Council's established public comment procedures.

INTERVIEW FORMAT AND PROCEDURE
At the start of the agenda item, the Town Clerk or designee shall provide an overview of the interview process, including:
• The purpose of the interviews
• The structure and time limits
• That Council deliberation and voting will occur publicly following the interviews

Candidate interviews shall be conducted in alphabetical order by last name.

STRUCTURED INTERVIEW FORMAT
Each candidate shall participate in the following structured interview format:

1. Opening Statement
   Each candidate shall be provided up to three (3) minutes to provide an opening statement. No questions or interruptions shall occur during this portion.
2. Standardized Question Period
   Each candidate shall participate in a standardized question period lasting approximately up to twelve (12) minutes per candidate.
   • The same questions shall be asked of all candidates
   • Responses to each question shall generally be limited to three (3) minutes
   • The Town Clerk shall monitor time and ensure consistency among candidates
3. Clarifying Question Period
   Each candidate may participate in a limited clarifying question period lasting up to three (3) minutes.
   • Questions shall be limited to clarification of prior responses
   • No new subject matter shall be introduced
   • No debate shall occur

The Town Clerk or designee may rule questions out of order if they do not meet these criteria

COUNCIL DELIBERATION AND VOTE
Following conclusion of the interviews:

- Town Council shall deliberate in the open meeting.
- Candidates shall not participate in Council deliberations
- Voting shall occur by ballot.

If a candidate does not receive a majority vote, additional rounds of voting shall continue among the remaining candidates until a majority vote is achieved.

APPOINTMENT AND OATH
• Upon appointment by majority vote:
• The appointment shall be announced on the record
• The Oath of Office shall be administered immediately when practicable

ONBOARDING
Following appointment, the newly appointed Council Member shall complete onboarding with the Town Clerk and Human Resources,

Nothing in this section shall be interpreted to supersede or conflict with applicable provisions of the Town Charter, the Code of Ordinances, Florida Statutes, or other applicable federal, state, or local laws. In the event of a conflict, the applicable law shall control.